



## SELECT BOARD CALENDAR 02/21/2023 | HYBRID MEETING

SELECT BOARD HEARING ROOM  
6<sup>TH</sup> FLOOR, BBROOKLINE TOWN HALL

OR

- Bernard Greene – Chair
- John VanScoyoc – Vice Chair
- Miriam Aschkenasy
- Michael Sandman
- Charles Carey – Town Administrator

Please click this URL to Register & Find the Information to Join as an Attendee via your Confirmation Email:

[https://brooklinema.zoomgov.com/webinar/register/WN\\_XKksJroVSZCdDiI5JBso8w](https://brooklinema.zoomgov.com/webinar/register/WN_XKksJroVSZCdDiI5JBso8w)

To Join by Phone: 1 646 828 7666  
Webinar ID: 160 114 8162

To Watch and Comment:  
[BrooklineInteractive.org/live](http://BrooklineInteractive.org/live)

1. **ANNOUNCEMENTS/UPDATES**  
6:00 PM Select Board to announce recent and/or upcoming Events of Community Interest.
2. **PUBLIC COMMENT**  
Public Comment period for residents who requested to speak to the Board regarding Town issues not on the Calendar.  
*Up to fifteen minutes for public comment shall be scheduled each meeting. Persons wishing to speak may sign up in advance beginning on the Friday preceding the meeting or may sign up in person at the meeting. Speakers will be taken up in the order they sign up. Advance registration is available by calling the Select Board's office at 617-730-2202 or by e-mail at [kmacgillivray@brooklinema.gov](mailto:kmacgillivray@brooklinema.gov). The full Policy on Public Comment is available at <http://www.brooklinema.gov/376/Meeting-Policies>*
3. **MISCELLANEOUS**  
Approval of miscellaneous items, licenses, vouchers, and contracts.
  - 3.A. Announcement pertaining to review of the Board's executive session meeting minutes from January 1, 2022 through December 31, 2022 for purposes of disclosure.
  - 3.B. Question of approving the following Select Board meeting minutes:  
  
January 31, 2023  
February 7, 2023  
February 14, 2023
  - 3.C. Question of approving the following authorization to hire request for the vacant position within the Police Department:

**School Traffic Supervisor/Parking Control (ST01)**

**3.D. Question of approving the authorization to hire for the following vacant position within the Building department:  
Energy Management Systems Specialist (T06)**

**3.E. Question of accepting two gifts totaling \$20,500 to support the replacement of the ornamental gates at Hall's Pond Sanctuary.**

**3.F. Question of approving a Budget Transfer request from the Building Department for a total amount of \$18,000.**

**From: 25002520 510101 Code Enforcement/Personnel \$6,000**

**To: 25002520 531012 Code Enforcement/ Supplies \$6,000**

**From: 25002520 510101 Code Enforcement /Personnel \$12,000**

**To: 25002520 551099 Education, Trainings and Conferences \$12,000**

**3.G Question of approving Extra Work Order 1 for PW/21-16 'Woodland Road Improvements' in the amount of \$111,700.00 and 'Disposing of leaves and related work' in the amount of \$45,000 with D"Ambrosia Inc.**

**3.H Question of approving a contract with Opticos Design for form-based consulting services in the amount of \$277,200.**

**3.I. Question of authorizing the use of American Rescue Plan Act (ARPA) funds for wage expenditures in an amount not to exceed \$6 million dollars as recommended by the Town Administrator.**

**4. CALENDAR  
Review and potential vote on Calendar Items**

**5. BOARDS AND COMMISSIONS - INTERVIEWS**

**The following candidates for appointment/reappointment to Boards and Commissions will appear for interview:**

**Building Commission  
Brooke Duskin**

**6. CARLTON STREET FOOTBRIDGE UPDATE**

**DPW Engineering & Transportation presents an update on the Carlton St Footbridge construction and continued public outreach effort regarding upcoming MBTA required night work during non-revenue hours (2:00AM-5:00AM) proposed for the weeks of 2/27/2023 and 3/6/2023.**

7. **HOME RULE PETITION PRESENTATION**

Update on the status of Brookline's home rule petitions and possible vote to refile expired home rule petitions with the legislature or at the 2023 Annual Town Meeting.

8. **CHANGE OF D/B/A**

Question to approve the application for a change in D/B/A at 1298 Beacon Street:

From: Bright Life View, LLC. d/b/a Migaku

To: Bright Life View, LLC. d/b/a Sapporo Ramen.

9. **NEW COMMON VICTUALLER LICENSE**

Question of approving the application of a Common Victualler for BE Food Corp. d/b/a BE Pasta Bar at 1026 Commonwealth Ave. Hours of operation will be Monday – Sunday 10:00am – 11:00pm. Seating will consist of 30 inside seats.

Question of approving the application of a new Entertainment BE Food Corp. d/b/a BE Pasta Bar at 1026 Commonwealth Ave. Entertainment will consist of radio, and televisions Monday – Sunday 10:00am – 11:00pm.

10. **ALL ALCOHOL, COMMON VICTUALLER,  
ENTERTAINMENT LICENSE PUBLIC HEARING**

7:00 PM Question of approving the application for a new All Alcohol License for Boston Vlachoi LLC. d/b/a Bar Vlaha at 1653 Beacon Street Brookline, MA. Proposed manager will be Demetri Tsolakakis. Proposed Operating Hours Monday - Sunday 10:00am – 11:00pm and proposed Alcoholic are Monday - Sunday 10:00am – 1:00am (last call midnight).

Question of approving the application of a Common Victualler License for Boston Vlachoi LLC. d/b/a Bar Vlaha at 1653 Beacon Street. Operating Hours of operation will be Proposed Operating Hours Monday - Sunday 10:00am – 11:00pm and proposed Alcoholic are Monday - Sunday 10:00am – 1:00am (last call midnight). The proposed seating is 78 interior seats 20 private patio seats.

Question of approving the application of an Alternate Manager, Natasha Breshinsky, for Boston Vlachoi LLC. d/b/a Bar Vlaha at 1653 Beacon Street.

Question of approving the application an Entertainment License for Boston Vlachoi LLC. d/b/a Bar Vlaha at 1653 Beacon Street.

**Entertainment consists of Recorded music and instrumental Greek music (only for special events) Monday - Friday 4:00pm – 10:00pm, Saturday - Sunday 10:00am – 11:00pm.**

**11.**

**BOARDS AND COMMISSIONS - APPOINTMENTS**

**The following candidates for appointment/reappointment to Boards and Commissions:**

**Housing Advisory Board**

**Advisory Council on Public Health**

The Town of Brookline does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities. The Town of Brookline does not discriminate on the basis of disability in its hiring or employment practices. This notice is provided as required by Title II of the Americans with Disabilities Act (ADA) and by Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information may be sent to Sarah Kaplan, Community Relations Specialist and ADA / Section 504 Coordinator. Persons with disabilities who need either auxiliary aids and services for effective communication, written materials in alternative formats, or reasonable modifications in policies and procedures in order to access programs and activities of the Town of Brookline are invited to make their needs and preferences known to the ADA Coordinator. This notice is available in alternative formats from the ADA Coordinator.



OFFICE OF THE TOWN COUNSEL  
MEMORANDUM

**TO:** Select Board Members

**FROM:** Jonathan Simpson, Associate Town Counsel

**RE:** Executive Session minutes release

**DATE:** February 13, 2023

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*Town Counsel is designated by the Select Board to review the minutes of the Board's meetings in Executive session periodically for the purpose of determining whether the minutes may be released or should remain confidential "because publication would defeat the lawful purposes of the executive session". Under the Open Meeting law, the determination must be announced at the Select Board's next meeting, and included in the minutes of the meeting. I have reviewed the minutes of the Board's meetings in executive session pertaining to the following dates, and have determined as follows:*

<u>Meeting Date</u>	<u>Determination</u>
1.4.22	Withhold
1.11.22	Release
1.18.22	Withhold
1.25.22	Withhold
2.1.22	Withhold 1. Release 2 And 3.
2.8.22	Release
3.1.22	Release
3.15.22	Release
3.22.22	Withhold
4.5.22	Release Page 1, Withhold Page 2
4.26.22	Withhold Item 1, Release Items 2 And 3
5.17.22	Withhold
5.27.22	Withhold
7.26.22	Release Page 1, Withhold Page 2
8.9.22	Release Page 1 Withhold Page 2
8.16.22	Withhold
8.23.22	Release Page 1, Release Page 2, Release Page 3, Withhold Page 4
9.13.22	Release Page 1, Release Page 4
9.28.22	Release Page 1, Withhold Page 2
10.14.22	Withhold
11.1.22	Withhold
11.17.22	Release (not approved by Select Board yet)
11.29.22	Release (not approved by Select Board yet)esd
12.20.22	Release (not approved by Select Board yet)



**MINUTES  
SELECT BOARD | 6:00 PM  
Town Hall 6<sup>th</sup> floor  
and remote meeting via zoom  
01/31/2023**

Present: Select Board Member, Heather Hamilton, Select Board Member, Bernard W. Greene, Select Board Member, John VanScoyoc, Select Board Member, Miriam Aschkenasy, Select Board member, Michael Sandman

ANNOUNCEMENTS/UPDATES

The ARPA grant application process is now open. If you had previously you will need to reapply.

*Select Board Member Bernard Greene's Statement on Tyre Nichols:*

*First, I want to Thank Acting Police Chief Jen Paster for her thoughtful, heartfelt, and very appropriate statement on the killing of Tyre Nichols in Memphis, Tennessee. It is necessary and appropriate that our police leadership express their feelings concerning these incidents and commit to making Brookline's Police Department even better than it is in how it treats all people.*

*The Tyre Nichols killing has caused intense pain and anger throughout the country. That pain hits me and other African Americans particularly hard because most of the Memphis police and other public safety perpetrators were from our community. That reality does not eliminate the relevance of racism to this killing, as has been suggested by some. Rather it shows that the racist assumptions about especially young Black men and the denial of their worth and dignity that permeates our society is widely internalized, even by Black people.*

*Incidents like the brutal killing of Tyre Nichols, however, should not be used loosely to disparage police or to provoke fear in Black and Brown people, especially youth, concerning police in general and particularly the Brookline Police Department. Attacks against Black and Brown people legally going about their business by police is rare – though as Memphis and other incidents show, it does happen. But telling people to fear the police undermines the work that has been done to reform and improve Brookline policing – and it conveys a dangerous message.*

*There are good evolutionary reasons for fear, and we all teach our children about the dangers in the world and how to avoid them. But fear can also put you in danger. Unnecessary fear can result in bad decisions that can be mis-read as a threat by a badly trained police officer under stress or as weakness by a cowardly police officer driven by racial animus. Unnecessary fear can also impede a victim of police misconduct from*

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*exercising their right to file complaints and expect redress, such as by use of the complaint processes, we have in Brookline, overseen by the Police Commissioners Advisory Committee.*

*The brutal killing in Memphis should motivate us to continue our decades long work to make the Brookline Police Department the model department it is and a department that is willing to continually improve. It should not motivate anyone to disparage Brookline police or instill gratuitous fear in Black and Brown people, especially youth.*

#### PUBLIC COMMENT

1. Donelle O'Neal expressed thanks to Chair Hamilton for her service and ability to be available to the residents. He urged the board to focus on police body cams and make it a requirement; this needs to be implemented.
2. Town Administrator Carey announced that the noise bylaw waive agenda item 11, has been withdrawn by the applicant.
3. Marty Rosenthal agrees with Donelle on the police cameras. All parties seem to on board with it, this has taken too long to implement.
4. Deborah Brown thanked Heather Hamilton for her service for well over a decade. She has consistently been professional and caring.
5. Scott Ananian thanked Chair Hamilton for her service.
6. Board member Aschkenasy read a proclamation:

#### PROCLAMATION HONORING AND THANKING SELECT BOARD CHAIR, HEATHER HAMILTON

WHEREAS, Heather Hamilton is vacating her position as a member of the Select Board on February 1, 2023, after more than 9 years of dedicated service; and

WHEREAS, Heather Hamilton in her role as Chair and an essential member of the Brookline Select Board attended and participated in its weekly meetings and deliberations in its mission to plan, manage and deliver on the Town of Brookline's basic municipal services and policies to better the Town and life for all those who live, work, and play in Brookline and while during that time COVID-19, a global pandemic, impacted every aspect of modern life and she led honorably making impactful policy decisions, as part of the Select Board, to keep residents and employees in the Town of Brookline safe; and

WHEREAS, Heather Hamilton served as a leader in creativity and fun by involving the Town in the crowd sourced production of Star Wars and rehabilitated budget presentations for ease of listening and creating an opportunity for the Select Board and members of the public to get to know Town departments on a more thoughtful level; her streamlining efforts and good government practices continued to expand the opportunity for the Select Board to make the most of their time during weekly meetings as they tackled multiple pressing and difficult topics facing the Town and served as a senior advisor to staff and provided invaluable guidance and direction in problem solving and otherwise bringing the projects and policies to successful completion; and

WHEREAS, Heather Hamilton served in a leadership role in other Town of Brookline committees including the Committee on Redistricting, Housing Advisory Board, Climate Action Committee, Driscoll School Building Committee, Land Bank Study Committee, Kent/Station Street Affordable Senior Housing Committee, and the Shared Electric Scooter Pilot Program and shared freely of her time and expertise in the procurement of same; and

WHEREAS, Heather Hamilton regularly shared her knowledge and experience in transportation management and policy and served as a liaison to other elected and appointed officials, especially as a member of the Boston Region Metropolitan Planning Organization; and

WHEREAS, Heather Hamilton is a devoted public servant, daughter, sister and friend,

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NOW, THEREFORE BE IT RESOLVED that the Select Board of the Town of Brookline congratulates Heather Hamilton on her volunteer service as a member of the Brookline Select Board, a Town Meeting Member, and many other boards and commissions, thanks her for her many contributions to the Town of Brookline and the community at large and wishes her well in all her future endeavors.

Chair Hamilton offered her thanks and spoke on her years of service and commitment to the town, she acknowledged her fellow Select Board members and town staff.

Question of approving the meeting minutes from January 24, 2023.

On motion it was,

Voted to approve the meeting minutes from January 24, 2023.

Aye: Heather Hamilton, Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

#### REBATE CHECKS

Question of accepting three checks from Energy Solutions, rebate checks from National Grid, in the following amounts:

\$80,200.00

\$51,875.00

\$12,500.00

On motion it was,

Voted to accept three checks from Energy Solutions, rebate checks from National Grid, in the following amounts:

\$80,200.00

\$51,875.00

\$12,500.00

Aye: Heather Hamilton, Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

#### BUILDING TRANSFER

Question of approving the Budget Transfer from Public Buildings in the amount of \$150,720 as follows:

From account 25002510 510101 Public Buildings Personnel account \$50,160

To account 25002540 522400 Town Repair and Maintenance \$50,160

From: account 25003430 510101 School Personnel \$100,560

To: account 25003430 522400 School Repair and Maintenance \$100,560

On motion it was,

Voted to approve the Budget Transfer from Public Buildings in the amount of \$150,720 as follows:

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From account 25002510 510101 Public Buildings Personnel account \$50,160

To account 25002540 522400 Town Repair and Maintenance \$50,160

From: account 25003430 510101 School Personnel \$100,560

To: account 25003430 522400 School Repair and Maintenance \$100,560

Aye: Heather Hamilton, Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

#### DONATION

Question of approving the donation from the SYDA Foundation donation in the amount of \$3,000.

On motion it was,

Voted to approve the donation from the SYDA Foundation donation in the amount of \$3,000

Aye: Heather Hamilton, Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

#### CALENDAR

#### CONSERVATION RESTRICTION

Question of accepting the Conservation Restriction as presented for 100 Cottage Street.

Thomas Brady, Conservation Administrator, reviewed the proposed Conservation Restriction located at 100 Cottage Street. He presented a map of the location and the restricted area.

Select Board members discussed the impact to the property value and abutters. The Conservation Restriction is located on the North and Northeast edges of the parcel and is approximately 18,278 square feet. The parcel is adjacent to and contiguous with existing land owned and preserved by the Brookline Land Trust. Mr. Brady indicated this is a long tedious process, but had a desired outcome.

On motion it was,

Voted to approve of the Conservation Restriction for 100 Cottage Street as presented by Tom Brady, Tree Warden and Conservation Administrator.

Aye: Heather Hamilton, Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

#### REFUSE FEE INCREASE

Discussion and possible vote on the recommendation as presented by the Commissioner of Department of Public Works, Erin Gallentine regarding the Pay As You Throw Refuse and Recycling Program Fees effective July 1, 2023.

35 Gallon Waste Cart Fee	\$250/Year
65 Gallon Waste Cart Fee	\$336/Year
95 Gallon Waste Cart Fee	\$425/Year
Cart Waiver –Bags Only Collection Fee	\$208/Year
Overflow Bag Fee	\$4.00/Bag

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Cart Swap Fee	\$40/Swap
Special Bulky Item Pick-up	\$10/Item
White Goods/Electronics	\$20/Item
Mattresses	\$55/Item

Commissioner Gallentine provided a presentation and reviewed her memo on the above proposed refuse and recycling fee increase:

The Town operates a comprehensive hybrid Pay as You Throw (PAYT) refuse and recycling program that utilizes 35, 65, and 95-gallon waste cart sizes. The program relies on revenue generated by the refuse fee to offset a portion of the total cost of solid waste collection and disposal, recycling collection and material processing, and yard waste collection and disposal. The target cost share is 75% resident fee and 25% Town tax subsidy. Since the program commenced in 2017, fees were increased once in January 2021. Largely due to changes in the refuse and recycling market, collection and administrative costs, and inflation for supplies and services, Town costs have increased significantly since the program began. The current cost share for the program is 70% covered by the refuse fee and 30% Town subsidy. Program costs have increased by 15% since FY21. Below please find a detailed analysis and recommendation to increase and rebalance refuse fees to establish a cost-share goal of 75/25. The rate increase has been developed as part of the FY24 DPW budget and is proposed to take effect July 1, 2023.

Commissioner Gallentine reviewed program contracts and administration, contract costs and cost recovery.

The board inquired about illegal dumping. Kevin Johnson, DPW Director of Operations responded it happens, not that often, mostly when the students move out.

Ms. Gallentine added they intentionally kept the prices very low, reasonable and convenient, they expect some to see some dumping, but will be providing enforcement.

On motion it was,

Voted to approve the fees as presented by Commissioner Gallentine.

Aye: Heather Hamilton, Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

#### BEACON STREET BRIDLE PATH MATCHING FUNDS

Discussion and possible vote on matching funds to support the Beacon Street Bridle Path.

Town Administrator Carey announced that the Beacon Street Historic Bridle Path Restoration project would be receiving \$2,000,000.00 in federal community project funding. This exciting opportunity comes with a 100% match requirement. He recommended using Brookline's Community Preservation Act funds for Brookline's portion along with ARPA funds allocated for recreational purposes. This request will go through the process with the CPA Committee.

On motion it was,

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Voted the approval of transmitting a recommendation to the Community Preservation Committee that identifies the Bridle Path as the Select Board's top priority under the "recreation" category of CPA funds and asks the committee to allocate 1 million dollars to the federal match to complete the restoration.

Aye: Heather Hamilton, Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

#### MBTA COMMUNITIES PRESENTATION

Presentation from Planning Director Kara Brewton and Senior Planner Maria Morelli for the purpose of a reserve fund transfer or an ARPA allocation in the amount of \$277,000 to provide emergency funding for a form-based zoning consultant for the purpose of (a) supporting Harvard Street as an MBTA Communities mixed-use district, (b) providing building/architectural standards and design review safeguards for as-of-right projects, (c) maintaining in the base zoning the four-story scale currently allowed under Zoning, and (d) achieving compliance with the MBTA Communities statute by the December 2023 deadline.

Planning Director Kara Brewton began, the reason we're here tonight is related to the State requirement that we adopt a district that allows multi-family and mixed zoning as of right by December of this year. We are here to ask for emergency funding, either through ARPA or a reserve fund transfer, or if you have another idea, we are open to it in the purposes to hire a form-based zoning consultant to provide building and architectural standards and design reviews safeguards for the properties on Harvard Street, independent of what kind of permitting they might need in the future. The idea is to maintain a four-story scale as a compliance strategy with the MBTA Community Housing Act

Planner Maria Morelli provided a PowerPoint presentation.

Purpose: provide emergency funding for a form-based zoning consultant to:

- a. Support Harvard Street as an MBTA Communities mixed-use district,
- B. Create building/architectural standards, design review safeguards for as-of-right projects,
- C. Maintain in base zoning the four-story scale currently allowed under Zoning, and
- D. Achieve compliance with the MBTA Communities statute by the December 2023 deadline.

#### *Overview of the MBTA Communities Act:*

*On August 10, 2022, the Massachusetts Department of Housing & Community Development (DHCD) released their final Guidelines for the Multi-Family Zoning Requirement for MBTA Communities. Multifamily is defined by DHCD as three or more units on a lot. The as of right zoning in Brookline must technically permit 6,990 multifamily units, independent of the number of housing units already in place nor how many units actually get built. The final guidelines have reduced the minimum land area for the multifamily districts from 50 acres to 41 acres, and have clarified that communities may have more than one zoning district that cumulatively meets these requirements. Additionally, the guidelines clarify that multifamily districts may permit, but cannot require, commercial use. This new regulation requires that an MBTA community shall have at least one zoning district in which multi-family housing is permitted as of right (i.e., does not require a discretionary permit such as a Special Permit) and meets other criteria set forth in the statute:*

- *Minimum gross density of 15 units per acre*

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- *Not more than ½ mile from a commuter rail station, subway station, ferry terminal or bus station, if applicable.*
- *No age restrictions*
- *Suitable for families with children.*

*If the Town does not comply, some operations funding for the Brookline Housing Authority (BHA) could be at risk - this fiscal year the BHA is relying on \$225,000 from a state account funded by the Local Capital Projects Funds, one of the funds explicitly included in the bill. And, DHCD continues to remind communities that this is a requirement independent of whether we want to have access to such funds*

- The very definition of multi-family zoning is four units or more multiple dwellings in in our Brookline zoning is defined as four units or more. You cannot permit four units without a special permit.
- You can't have four units of multi-family housing in a mixed-use corridor on Harvard Street as of right that is a higher density corridor already on Harvard Street.

Public comment:

1. Linda Pehlke spoke on concerns with current extreme development pressures. We're seeing development results that damage the quality of our built environment, and do not address our overarching town concerns. We are struggling to maintain our commercial businesses and the quality of our town services. We have a serious budget shortfall, and we have sharply divergent views on what our future land use goal should be. Meanwhile we haven't heard the views of the vast majority of our residents, businesses, nonprofits, or other stakeholders. I believe deeply in the adage that you can't get there if you don't know where you are going.
2. Katha Seidman feels there have been some statements relating to the comprehensive planning in the Harvard Street Corridor Study that are misleading. Brookline, like those other municipalities, must simultaneously respond to concerns that cannot wait. Brookline, like all of Massachusetts, indeed, the whole world faces a climate crisis or a decline, like all of Massachusetts, but especially the greater Boston area faces a housing crisis. The MBTA Communities Act requires towns served by our public transportation network to do their part in addressing those two emergencies. Brookline should avoid using its comprehensive planning process as a veto by delay tactic an already unstable status quo. By initiating new design standards using form-based codes, this plan allows new development that adds to what we like most about that corridor while permitting new homes and businesses. I strongly urge you to support the planning departments. Harvard Street Corridor study, including funding their request for consulting services.
3. David Rockwell spoke as a member of the United Parish Church along the Harvard St corridor and noted that they welcome the availability of affordable housing and added vitality in the neighborhood. He supports moving forward with the consultant.
4. Charlie Homer spoke on behalf of the Housing Justice Team at Temple Sinai and addressed the affordable housing crisis. They believe that the Harvard Street proposal developed by the town's planning department will over time result in a meaningful expansion and housing in our community, and contribute to a necessary increase in housing across our region.
5. Al Raine spoke in favor of the plan as a resident along that corridor and looks forward to the enhancement and of the character of the area.

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6. Deborah Brown spoke in support of the consultant adding we are going to lose the Brookline we love if we don't use new tools like the MBTA Communities to really figure out how to bring more in. Right now, people just can't afford to live here.
7. Richard Benka spoke against moving forward right now feeling that this program does not work for Brookline. Our requirement would be the capacity for seven thousand multi-family units. But, we already have more than eighteen thousand actual units that we do not receive credit for. Brookline will be compelled to subsidize Boston and Cambridge. He also spoke on an increase on town services with the additional units and the elimination of tax-producing commercial space as part of the development.
8. Gina Hahn expressed concern over leaving the fate of all those parcels to developers. If we are planning to leapfrog our planning process and make all of Harvard Street by right, we'd still be leaving our future up to developers, and we're not even guaranteed to get commercial out of this, which seems counter to our intentions.
9. Lee Selwyn spoke on the school capacity strains with an additional 7k housing units. There has been no comments or presentation of the fiscal implication to the town.
10. Fran Perler spoke on the impact to residents and the already dense Harvard Street. The new buildings in her neighborhood along Harvard Street have brought more people onto her driveway turning around their vehicles and trash onto her property. She hopes this process will be slowed down in an effort to review a more comprehensive plan.
11. Marilyn Rosenbaum spoke in opposition of the proposal. It makes her feel disempowered. She feels that again, North Brookline is being sacrificed by the town. She hopes there could be some balance throughout the town to provide the needed affordable housing.
12. Bonnie Bastien expressed dismay that the state has chosen to pin Brookline Housing Authority, their most dilapidated and underfunded properties to this program. She supports this mandated program.
13. Marty Rosenthal feels this process is too rushed and asked why the Route 9 corridor is not being considered. The residents in North Brookline are past the tipping point related to density.
14. Lisa Shatz spoke in support of the proposal; the zoning does not work as it is today along the corridor and this will allow for street enhancement.
15. Michael Alperin, Director of the Brookline Housing Authority clarified the effect on the housing authority's budget of non-compliance is approximately 225,000. That number will fluctuate year by year based on the General Appropriation Act. He added that the properties affected by this budget change are already the units that we struggle to make ends meet with.
16. Linda Pehlke spoke on the uncertainty of the compliance and guidelines. Taking the plunge and making an extremely impactful and significant up zoning, without considering whether this is the appropriate place, without understanding the will of Brookline's residents, business owners, and nonprofits, without any information on likely impacts or on the public investments necessary to support this growth, we are doing ourselves a disservice.
17. Scott Ananian added that he likes having a vibrant streetscape and meeting new people in the neighborhood and enjoying the new businesses the MBTA Communities program will bring.
18. Ken Lewis submitted a statement in support of this zoning mandate that will promote mixed-use density in transit-oriented areas and elements of form-based zoning.
19. State Representative Tommy Vitolo spoke on the legislation which he supported so Brookline will not delay on multi-family housing opportunities, and the Harvard Street corridor is the appropriate area. The law leaves the details of implementation up to the Department of Housing and Community Development, (DHCD) who has released guidelines. Noting, these are guidelines

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not regulations or general law, but failure to comply will result in a loss of funds from the housing choice initiative. He recommends that Brookline work with neighboring communities with similar squares and corridors because it is his belief that the MBTA guidelines, as written today, inhibit good urban design in several ways. I believe that Brookline should design our land use policies in ways that are consistent with adding housing and excellent planning, irrespective of the guideline details. Let's zone to require, not incentivize and hope for, but require ground floor commercial, if that's what we indeed want. And let's consider similarly of up zoning places like the St. Mary's and Washington Square commercial areas, even if the MBTA does not credit those units, because the footprints are too small. I look forward to working with partners on the state and local level to ensure that Brookline does its part to build more housing where we can. We should allow more housing to be built in a manner that is consistent with the guidelines. I am advocating that as we work through this process where we find places where the guidelines do not allow us to be at our best, or inhibit good design that we advocate for those guidelines to be changed; do we follow the guidelines and in the case of first floor commercial risk losing the incremental tax base that it brings as well as the vitality to the district. Start with a letter to the DHCD.

The board discussed the guidelines, compliance, non-compliance implications. It was noted that the consultant could be directed to provide some clarification. The Board also considered Town Meeting action and how this could add some additional implications.

Board member Greene provided an amended motion.

On motion it was,

I move to allocate \$277,000 from the Town's currently unallocated competitively available American Rescue Plan Act funds to the Department of Planning and Community Development's Fiscal Year 2023 operating budget for the purposes of engaging a consultant to help develop a form-based zoning district compliant with the MBTA Communities Act along Harvard Street.

...**provided**, however, that on or before March 21, 2023, the Department present, at a public meeting of the Select Board, a timeline for conducting community workshops and ample public review opportunities of draft versions of the changes to the Town's zoning code that would create such a district; and further that, at said public meeting, the Department identify and discuss:

- (i) strategies, without mandates, for incentivizing the creation and retention of mixed-use developments within the proposed district commensurate with its current character;
- (ii) strategies, without mandates, for incentivizing the maintenance of a reasonable amount of the existing numbers of low- to moderate-income rental units in the proposed district;
- (iii) strategies, without mandates, to incentivize the net increase of subsidized or other affordable housing in the proposed district;
- (iv) parking requirements, if any, for the proposed district;
- (v) potential impacts that the creation of the proposed district may have on the Town's finances and infrastructure; and
- (vi) coordination between the development process of the proposed district and the Town's Comprehensive Planning process.

Aye: Bernard Greene, John VanScoyoc

Against: Heather Hamilton, Miriam Aschkenasy

### 3.B.

In Select Board

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Abstain: Michael Sandman

Motion failed

Board member VanScoyoc made an amended motion.

On motion it was,

Moved to authorize the Department of Planning and Community Development to solicit the Advisory Committee for a transfer in the amount of \$277,000 from the Reserve Fund to the Department's Fiscal Year 2023 operating budget for the purposes of engaging a consultant to help develop a form-based zoning district compliant with the MBTA Communities Act along Harvard Street.

Aye: Bernard Greene, John VanScoyoc

Against: Heather Hamilton, Mariam Aschkenasy, Michael Sandman

Motion failed

On the main motion it was,

Voted to allocate \$277,000 from the Town's currently unallocated competitively available American Rescue Plan Act funds to the Department of Planning and Community Development's Fiscal Year 2023 operating budget for the purposes of engaging a consultant to help develop a form-based zoning district compliant with the MBTA Communities Act along Harvard Street.

Aye: Heather Hamilton, Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

#### SUSTAINABILITY UPDATE

Sustainability update from the Director of Sustainability, Tom Barrasso.

Mr. Barrasso provided a presentation.

Highlights:

Accomplishments:

- Negotiated Solar contract
- Received various Grant awards
- Begin 3<sup>rd</sup> stage of Brookline Greene Electricity Program vs. Eversource Basic Service Rate
- Enhanced relationship building with community partners

Active Projects

- Climate Crisis Action & Resiliency Plan Update
- BGE Renewal Rollout
- EV Fleet Electrification Study
- Net Zero Planning Scoping Exercise
- EV Station Installation at Town Hall
- MA DOER Green Community Compliance - 20% Energy Reduction Efficiency Goal

### 3.B.

In Select Board

01/31/2023

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- Emergency Management Team – Integration of CAP into Hazard Mitigation Plan
- MA DOER Ten Community Fossil Fuel Free Pilot
- Property Assisted Clean Energy (PACE) Adoption

Moving Forward:

- Work with the Town Administrator to further integrate Sustainability into the Budget Process, the CIP, and Asset Management
- Critical Concerns
- *How do we build out the support infrastructure to effectively meet the goals and objectives in our CAP?*
- Contractor Support
- *Sustainability Mission Support*
- *Full Time Equivalent (FTE)*
- *Setting realistic plan into practice*
- *Expanding the support to effectively encompass the entire Community*

The board acknowledged the exciting work being done and the community coming together on shared goals.

#### MUNICIPAL SUSTAINABILITY ARPA PACKAGE PRESENTATION

Presentation from Town Administrator Chas Carey on the Town's green ARPA package submission.

Town Administrator Carey provided an overview of the ARPA funding allocation related to “green asks”

*Of the Town’s prioritized requests, just under \$4,000,000.00 of them fall under the umbrella of “green” asks. Replacing parts of our aging gas vehicle fleet whose funding was decimated by COVID is an ideal way to increase public sector capacity while greening the community. Electrifying two major Town buildings as part of an overall COVID-related resiliency makeover will ensure they are ready to serve in future pandemics while eliminating reliance on fossil fuels. And significantly increased planning capacity will help individuals, organizations, and the Town itself reach its net-zero 2040 goal. \$150,000.00 of that money is earmarked for solar-powered trash compactors in accordance with the Rodent Control Action Plan’s long-term aims.*

The Green Asks total \$3,934,500

Non-Green Asks total \$1,043,540

Items not currently recommended \$5,818,600

Mr. Carey went through the line items as presented in the materials packet.

#### NOISE BYLAW WAIVER REQUEST CONTINUED *This request has been withdrawn by the applicant*

Question of approving a Noise Bylaw Waiver request submitted by Chestnut Hill Realty for concrete pours related to the Puddingstone Project at Hancock Village.

### 3.B.

In Select Board

01/31/2023

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There being no further business, the Chair ended the meeting at 10:45 pm.

ATTEST



MINUTES  
SELECT BOARD

02/07/2023|5:30PM  
HYBRID 6<sup>TH</sup> FLOOR HEARING ROOM TOWN HALL/ZOOM REMOTE

Present: Select Board Member, Bernard W. Greene, Select Board Member, John VanScoyoc, Select Board Member, Miriam Aschkenasy, Select Board member, Michael Sandman

ORGANIZATION OF THE BOARD

Reorganization of Select Board leadership.

Town Administrator Carey serving as Chair Protem at this the Board's first meeting after the resignation of Heather Hamilton as the board's chair. As tradition we will follow the process to elect a new Board Chair to serve until the May election.

Board member Sandman nominated Bernard Greene.

On motion it was,

Voted to close the nominations.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

On motion it was,

Voted to elect Bernard Greene as the Chair serving until the May 2023 election.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

ANNOUNCEMENTS/UPDATES

On the suggestion of Donelle O'Neil Chair Greene remembered Brookline's 84 enslaved people in acknowledgement of Black History Month.

Ackey Adam Ben Boston Boston Bung Caesar Caesar Charles Coff Cuff Cuff Cuffe Dido Dinah Dinah Dinah Dinah Dinah Exeter Felix Flora George Great David Hagar Hawkins Jack Jack Jack Jackie Jane Jenny Jenny Jeremy Jethro John Indian Kate Kate Kate Katherine Cuff Kent Lemon Margaret Moll Pamela Peter Peter Phillis Phillis Pompey Primus Primus Primus Prince Quaco Reube Rose Rose Sambo Seco Titus Tobey Tounnaquin Venus Venus Violet Warwick William - and eighteen whose owners listed them in documents simply as 'negro'

### 3.B.

In Select Board

02/07/2023

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There was a fire on Beacon Street this past week. The Brookline Fire Department and speedily and with expertise made a big difference in the outcome, proving that when called upon in the time of need they respond above and beyond.

The ARPA application submittal deadline is today, and the round two of grant allocations will begin.

#### PUBLIC COMMENT

1. David Gladstone, Brookline Chamber of Commerce, spoke in favor of Brookline Day being held in Coolidge Corner. This was a successful event for the community and the business community last year. He asked the board to consider expanding to other commercial areas in Brookline.
2. Marty Rosenthal TMM#9 spoke in support of the police complaint policy changes and noted some significant changes that have been made. He also mentioned there are serious questions to be addressed on the Harvard Street MBTA community's policy.
3. David Leschinsky spoke in support of the Brookline Day location at Coolidge Corner.

#### MISCELLANEOUS

Question of approving the meeting minutes from January 31, 2023.

The meeting minutes were held.

#### AUTHORIZATION TO HIRE

Question of approving the authorization to hire request for a Pipe Layer/Laborer (LN-02) in the Water and Sewer Division of the Department of Public Works.

On motion it was,

Voted to approve the authorization to hire request for a Pipe Layer/Laborer (LN-02) in the Water and Sewer Division of the Department of Public Works.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

#### CHANGE ORDER

Question of approving Change Order #8 with Lambrian Construction in the amount of \$20,006.00 for work related to the BHS Quad and Third Floor Classrooms Renovations project.

On motion it was,

Voted to approve Change Order #8 with Lambrian Construction in the amount of \$20,006.00 for work related to the BHS Quad and Third Floor Classrooms Renovations project.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

#### BLACK HISTORY MONTH

Question of approving a proclamation recognizing national Black History Month.

On motion it was,

### 3.B.

In Select Board

02/07/2023

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Voted approving a proclamation recognizing national Black History Month  
Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

#### CALENDAR

#### MBTA COMMUNITIES STATEMENT

Discussion & possible vote on a statement regarding Form-Based Zoning Along the Harvard Street Corridor.

Chair Greene noted some important issues that the MBTA Communities Act cannot be allowed to undermine; reserving commercial spaces and buildings in the commercial districts, elderly housing, affordable housing below and middle income, families and individuals, parking issues and preservation of existing moderately priced rental buildings. The resolution attempts to address these issues by giving guidance to the planning department and supporting them by working with others and urging the town to work with other municipalities and municipal organizations to get the new Governor to change the Department of Housing and Community Developments one size fits all guidelines, this is a real bad situation for Brookline.

#### RESOLUTION OF THE SELECT BOARD

Regarding the MBTA Communities Act

WHEREAS, at its January 31, 2023 meeting, the Select Board, by a vote of 3-0 with 2 abstentions, approved an ARPA allocation in the amount of \$277,000 to provide emergency funding for a form-based zoning (FBZ) consultant for the purpose of (a) supporting Harvard Street as an MBTA Communities mixed-use district (the District), (b) providing building/architectural standards and design review safeguards for as-of-right projects, (c) maintaining in the FBZ Code the four-story scale currently allowed under Zoning, and (d) achieving compliance with the MBTA Communities statute (Gen. Laws, Ch. 40A, §3A) by the December 2023 deadline; and

WHEREAS, the Select Board now desires to provide further guidance to the Planning and Community Development Department (the Department) regarding the implementation of FBZ Code for the District and the engagement of community stakeholders in that process; and

WHEREAS, the Select Board's guidance is intended to ensure that said implementation is, and is perceived by community members as complying with the MBTA Communities statute in a manner that is consistent with four-story scale buildings as well as the goals of the Town in protecting and expanding commercial uses and the commercial tax base of the Town; increasing the net amount of non-luxury housing that is suitable for all stages of life; and facilitating racial, ethnic, and income diversity.

#### NOW, THEREFORE, BE IT RESOLVED:

1. That on or before March 21, 2023, the Department present, at a public meeting of the Select Board, a schedule of proposed dates for (i) community workshops and (ii) Select Board hearings before and after draft versions of a Zoning By-Law are completed; and
2. That at the March 21 meeting, the Department report on how the draft zoning could (a) incentivize the creation and retention of mixed-use developments within the proposed district commensurate with its current character, (b) disincentivize the demolition of existing rental units on Harvard Street, and (c) maintain the Town's inclusionary zoning standards for

### 3.B.

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affordable housing.

3. That at the March 21 meeting, the Department report on the relative constraints and benefits of parking minimums and maximums along Harvard Street.

4. That the Department ensure its Comprehensive Planning process include strategies to plan for infrastructure (including parks and schools, for example) due to external forces such as regional population and housing growth, known development plans, and potential changes in our built environment due to our Zoning By-Law and state mandates such as the MBTA Communities Act.

On motion it was,

Voted to approve the statement regarding Form-Based Zoning Along the Harvard Street Corridor.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

*6:00pm Board member Aschkenasy stepped out*

#### SCHOOL COMMITTEE VACANCY BALLOT LANGUAGE

Question of placing the position of School Committee Member for a term of 1 year to fill a vacancy on the ballot at the May 2, 2023 Annual Town Election.

Town Administrator Carey announced that School Committee Member Monopoli submitted her letter of resignation effective January 19th. The Select Board must notify the Town Clerk of the vacancy, and instruct the vacant School Committee seat to be placed on the ballot in May. The candidate who is elected to the seat will serve the remainder of the term, which is until 2024. Nomination papers for the seat will be available in the Town Clerk's Office. The deadline to submit papers is March 14, 2023. Any questions can be directed to our Town Clerk Ben Kaufman.

On motion it was,

Voted to place the position of School Committee Member for a term of 1 year to fill a vacancy on the ballot at the May 2, 2023 Annual Town Election.

Aye: Bernard Greene, John VanScoyoc, Michael Sandman

Absent: Miriam Aschkenasy

#### MWRA BOND SALE

Question of approving the MWRA LWSAP Financial Assistance and Loan Agreement package as provided and authorize the Town Administrator and the Finance Director/Treasurer to sign and execute the agreement on behalf of the Town.

Lincoln Heineman, Finance Director, reviewed the \$4million in proposed zero interest loans from the Massachusetts Water Resources Authority. These were approved by Town Meeting. These funds will be used for meter replacement and maintenance.

On motion it was,

### 3.B.

In Select Board

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Voted to approve the MWRA LWSAP Financial Assistance and Loan Agreement package as provided and authorize the Town Administrator and the Finance Director/Treasurer to sign and execute the agreement on behalf of the Town.

Aye: Bernard Greene, John VanScoyoc, Michael Sandman

Absent: Miriam Aschkenasy

#### LOCAL EMERGENCY PLANNING COMMITTEE SLATE AND BYLAWS

Presentation from Emergency Management Coordinator Cheryl Snyder and possible vote on the bylaws and slate for the Local Emergency Planning Committee (LEPC).

Cheryl Snyder, Emergency Management Coordinator; LEPC Coordinator reviewed the request related to local preparedness in relation to toxic chemicals. This provides a *right to know* and public access to information on toxic chemicals to ensure awareness within the community on what chemicals are in the community, notified if there is a release, and all related reporting.

LEPC Chairperson: Chief John F. Sullivan

LEPC Coordinator: Cheryl Anne Snyder

Chair - Right-to-Know Committee: Mike Sandman Chair -

Public Education / Information Committee: Sgt. Robert Disario Chair -

Haz. Mat. Facilities Liaison Committee: Patrick O'Neill Chair -

Emergency Response / Resources Committee: Erin Gallentine

On motion it was,

Voted approval of the bylaws and slate for the Local Emergency Planning Committee as presented by the Office of Emergency Management.

Aye: Bernard Greene, John VanScoyoc, Michael Sandman

Absent: Miriam Aschkenasy

#### BROOKLINE DAY UPDATE

Update on Brookline Day from Recreation Director Leigh Jackson; the event is scheduled for September 10, 2023.

Recreation Director Leigh Jackson gave a presentation on the proposed Brookline Day event:

Highlights:

- Last year's attendance high at the Coolidge Corner location
- Outline of events and performers
- Equity initiative
- Thanks to all departments assisting

#### CIVILIAN COMPLAINT POLICY

Presentation from PCAC Chair Judith Fabricant and Acting Chief Paster on revisions to the Town's civilian complaint policy for adoption by the Select Board.

### 3.B.

In Select Board

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Judy Fabricant, PCAC Chair reviewed the policy changes. In August the committee brought forward an assessment of the police complaint procedure, a report was submitted and approved. After some recommendations the committee turned to the task of drafting the specific changes into the document. The Police Commission Advisory Committee approved the changes. They are seeking the Board's approval tonight.

Ms. Fabricant reviewed the language changes.

The board spoke on the community outreach process.

Chair Greene would like a drafted process for when a complaint comes into the Select Board's Office.

Board member Sandman would like referrals to he/she changed to they throughout the document.

Chief Paster indicated that the Brookline Police Department are amenable to the changes.

On motion it was,

Voted to approve the revisions to the Town's civilian complain policy as recommended by the Police Commissioner's Advisory Committee.

\*not subject to, but acknowledging there will be additional changes to the policy as relayed by the Select Board.

Aye: Bernard Greene, John VanScoyoc, Michael Sandman

Absent: Miriam Aschkenasy

#### HEALTH DEPARTMENT MARIJUANA STUDY UPDATE

Presentation from Health Commissioner Sigalle Reiss on the status of the Health Department's Marijuana Research Study.

Health Commissioner Sigalle Reiss provided a presentation.

Overview:

- Background
- Marijuana Research Study Goals
- Overview of marijuana Research Study Process
- Secondary Data Review
- Literature Review
- Primary Data Collection
- Marijuana Research Study Report
- Steering Committee Members
- Steering Committee Roles and Responsibilities
- Stakeholder Segments
- Overview of Project Approach & Timeline

\*full presentation attached

The board thanked Commissioner Reiss for the update.

### 3.B.

In Select Board

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*Board member Aschkenasy arrives 7:22 pm.*

#### APPOINTMENTS

Appointment/reappointment to the following boards/commissions:

Planning Board - vote held

Planning Process Study Committee

On motion it was,

Voted to appoint Mark Zarillo to the Planning Process Study Committee

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

There being no further business the Chair ended the meeting at 7:30 pm.

ATTEST

### 3.B.

#### MINUTES

February 14, 2023 | 5:30 PM

Select Board/Advisory Committee Joint meeting

Via Zoom remote meeting

Attendees: Select Board members: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman  
Advisory Committee members: Stephen Reeder, Harry Friedman, John Doggett, Dennis Doughty, Carolyn Thall, Lee Selwyn, Markus Penzel, Cliff Brown, Alok Somani, David M Goldstein, Joslin Murphy, David Pollak, Neil Gordon, Carlos Ridruejo, Linda Pehlke, Anita Johnson, Janice Kahn, Alisa Jonas, Benjamin Birnbaum, Donnell O'Neal, Katherine Florio, Pamela Lodish  
School Department: Superintendent Guillory, Town Administrator Charles Carey

#### ANNOUNCEMENTS/UPDATES

The ARPA application submittal process has closed. There will be a meeting Friday at 2:00pm via zoom.

#### PUBLIC COMMENT

No speakers

#### CALENDAR

#### TOWN/SCHOOL OVERRIDE PRESENTATION

Presentation and preliminary discussion on the components of a potential Town and School operating override.

Town Administrator Charles Carey began the presentation on the Town's Override recommendations

Introductions on the process

The challenge

- Revenues less than expenditures not fully rebounded from the pandemic
- One-time funds put to good use but are one-time funds
- Inflation, increasing deferred maintain cost
- Inflation and collective bargaining
- Property tax limited by prop 2.5

Override Development

Estimated tax impact over a three-year period

Town \$4,995,000

School \$6,988,367

2023 tax light rate of 4.3%

Breakdown of expenditures of the Town's ask for \$4.995 million

Revitalizing the town – streetscape, fleet replacement, facilities maintenance

Municipal Resiliency

- Employment recruitment & retention

## 3.B.

In Select Board

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- Building dept reorganization
- Absorbing HCA (Host Community Agreement) funded positions

Enhanced Municipal services

- Rodent control
- Urban Forestry management program
- Increased planning capacity

Serving vulnerable Populations

- Age-friendly services/programs
- Language access
- Farmers market coupon program
- Community gatekeepers
- Welcome to Brookline program

Potential stand-alone ballot questions

1. Low-to moderate Recreation Scholarships \$1.3 million
2. Composting program \$400k

### **School Committee presentation**

Superintendent of Schools, Dr. Guillory made a presentation

- Review of budget guidelines
- Budget process timelines
- Student populations
- Enrollment trends
- Staffing trends – decreased
- Budget grew 1.2%
- Loss one-time APRA/ESSER funds

Budget ask: \$131,864

Initial gap \$4.8m - after adjustments \$3.69m

Without override funding

- Staff reductions
- Increased class size and caseloads
- With override
- Remain one of the best districts in the commonwealth maintain highly skilled workforce

Budget gaps

FY24 (-3699,567) FY25 (-5,453,453) FY26 (-6,988,367)

Q&A

Question seeking materials from the school department and town.

Town Administrator (TA) Mr. Carey responded as soon as possible, waiting on the state aid numbers, will provide a good estimate in the meantime.

### 3.B.

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Question on mid management salary analysis- who conducted it.

The Collins Center began the study and town staff (HR Director and Assistant Town Administrator) worked off of their data. The results will be available in the near future

Question on expenditures eligible for ARPA funding - TA Carey shared a spreadsheet on those expenditures

Rodent control- any data on the smart trap- yes, we reviewed it

Question on paid maternal leave – that information will be forthcoming

Question on prioritizing items in the budget. How did these items make the list?

TA: Received the message from the Select Board priorities and the community at large

Question on the estimated 4.3% tax increase does that include other debt being anticipated?

TA: This is additional on what is currently anticipated, i.e. the Pierce School

Question of when calculating and presenting teacher salaries, does that include the benefit costs?

TA: that is included in the town's calculations

Dr. Guillory - they will factor that in

Question seeking clarification of the Planning Department's allocation for additional positions, are those position funds in jeopardy?

TA: If there were no override and State aide is as expected there would likely be no planning department capacity in the form of consulting services, not staff budget.

Question seeking clarification on the proposed composting ballot question.

TA: considerations: incorporating the service into the town trash services, or provide a fee-based service. Could consider it for all residents

Question on long-term planning on rodent control, is an override required to fully fund this plan?

TA: An override would cover a portion of the program. There are ARPA funds available for additional trash receptacles

Question on the salary comparison study, why only mid-management positions included?

TA: Union employees have their positions reviewed and compared at the bargaining table, as the other categories do not.

Question seeking information on what the student/teacher ratio is.

Dr. Guillory that is not available for this presentation.

Question seeking clarification on the override questions, will there be 4 items. Town based budget and town added and schools-based budget and school added?

TA: Anticipate 4 questions on the budget related issues.

1. Base override Town/School
2. Pierce debt exclusion
3. \$1million question on recreation scholarships
4. \$1.85 or \$2.5 million question on composting

### 3.B.

In Select Board

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Question is it possible to come up with a number as to what contracts would have to be settled at for an override not to be required just to sustain existing operations?

TA: Right now, our collective bargaining reserves are at our operational capacity. Unfortunately, our contracts are not settled. We have made, you know we have we have made very reasonable efforts to settle contracts with both the police and fire unions, as well as some of the smaller unions. The town is in or going to arbitration with the public safety unions.

Dr. Guillory responded that teachers and administrators in the union are settled through FY26. Those costs have been accounted for.

Question seeking data on the salary gap, what are we doing to quantify the gap and close the gap for all employees? Is there any money in the override to close that gap?

TA: with collective bargaining often a confidential process, in these efforts we have made progress where we are competitive and where we are not. Brookline pays 83% of health care benefits, higher than most communities. Sometimes we do not have the resources as other communities making collective bargaining difficult. Could we put into an override the sort of sustaining above and beyond constant necessary to provide cost of living increases above and beyond what Prop 2.5 gives us. I don't think that's possible, I think at best we could come up with a recurring system of overrides, we have not historically done that.

Question concerns with the 4.3% tax levy as recent overrides have been due to school debt exclusions, the last override had very little for town services. Looking at \$5 million for the town and \$7 million for the schools, is it possible to bring the school number down to more of a 50/50 split? School enrollments are down 10% which requires review. Adding on the Pierce school, the whole picture of what all these asks are going to amount to should be provided in an effort to be successful.

Dr. Guillory responded the school enrollments are at 92% of the pre-pandemic numbers. 791 less students

Question on the proposed study how to increase the commercial tax base as our town gets denser especially with much needed housing, the commercial tax base seems to get smaller. How do we know when we are living beyond our means, acknowledging that the middle-income residents will suffer the most with these tax increases and move to somewhere else increasing the wealth gap?

TA: That is fundamentally a political question. What are the community's, priorities, and what will the market bear if the community's priority is a re-evaluation of what the current spending is, and what it's spent on the perhaps this override will fail and we will need to take a look at that, and we would understand that is the will of the community? I would say in response to your question, though we were guided because of that concern in developing this initial proposal by two key principals by the Select Board which is 1) identify other sources of funding, 2) figure out ways to live within the property tax means to the extent possible, which ARPA is a unique opportunity for us to do, but, it's only one time.

Question with only 18% of the community voting how do we get the message out and inform the voters. The street repair allocations can be seen as a hook to get the voters onboard.

TA: Need to consider is this really our top unfunded priority? When talking about budgets that big does the community want us to throw good money after bad to receive slightly less bad results, or does the community want us to cut vital services elsewhere to get to that level. Because the number is so high to get to where the community wants us it is difficult for us to do that exercise to find that \$2million slotted for road repair.

Question does the school's budget request with the gap include any of the town's side costs that are associated with the schools.

### 3.B.

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Mariah Nobrega: The schools had an initial allocation for this year that was reduced by three hundred thousand dollars for increased maintenance costs within the building department that are being allocated to the building department.

Question of identifying the school's budget gap for FY24, FY25, FY26, is it being suggested that they will be asking for overrides for each fiscal year?

TA: The levy rises incrementally to fill that gap at the top? The in the same way that we've traditionally done this; we say that the override number is eleven point something million dollars, but we only increase the levy incrementally year over year, so that you ultimately reach the full amount of the levy, for example, on the town side, although the total ask is, \$4.995, in the first year the levy would only increase by 2.4 million, the second year 3.8 million, and the only then in the third year would you see the increase?

Question on bring rented school space in-house; schools are currently paying little in rent compared to just the maintenance cost of the classrooms in a town-owned building. Why spend these capital dollars?

Dr. Guillory clarified this is related to the end of the Clark Road lease. They are looking at a broader strategic plan and recognize the need for more space in South Brookline and right now those spaces are not available at the Baker School.

Question related to the Select Board's vote to allocate \$277k of ARPA funds for consulting services within the Planning Department with the objective of avoiding Advisory Committee review. Is that just robbing Peter to pay Paul by leaving less ARPA funds to allocate elsewhere?

TA: This is a one-time use of funds. The town's overall ARPA ask was lowered by \$277k. This was a request from the Planning Department that the Select Board agreed to.

Chair Greene thanked the presenters and ended the meeting at 7:50 pm.

ATTEST



# Town of Brookline

## Massachusetts

### Authorization To Hire Request Form

Send the completed form to Human Resources for review/approval. HR will send the approved form to the SB for placement on the agenda. This form is required for all full-time, regular and part-time regular positions. This excludes seasonal and temporary positions.

1. **Position Title:** School Traffic Supervisor / Parking Control Grade: \_\_\_\_\_

2. **Department:** Police Division: Traffic

3. Position Control #: \_\_\_\_\_ Prior Incumbent: \_\_\_\_\_

a. Reason for Leaving: ☐ Resignation ☒ Retirement ☐ Other: \_\_\_\_\_

4. **Budgetary Information:**

Department Code: \_\_\_\_\_ Budget Code: \_\_\_\_\_ % \_\_\_\_\_

☐ Grant Funded-Name: \_\_\_\_\_ ☐ Revolving Fund ☐ Enterprise Fund

☒ Full-Time: # of hours/week: ☐ 37 ☒ 37.5 ☐ 40 ☐ 42 or ☐ Part-Time hrs/week: \_\_\_\_\_

6. **Position Information:**

Summarize the primary function of this position.

Enforce the Town parking regulations and assist with the safe crossing of school children.

7. I have considered the following alternatives to filling this position:

There are no acceptable alternatives to filling this essential position.

11. Suggested sources for specialized recruitment advertising:

HR will work closely with the department to actively recruit a high quality diverse talent pool for this position.

13. **Signatures:**

Department Head: [Signature] Date: 2/10/23

Human Resources: \_\_\_\_\_ Date: \_\_\_\_\_

Town Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

14. **Approvals:**

Date on SB Agenda: \_\_\_\_\_

Date Approved: \_\_\_\_\_

3.D.



**TOWN of BROOKLINE**  
*Massachusetts*

**BUILDING DEPARTMENT**

Daniel F. Bennett  
Building Commissioner

February 10, 2023

TO: Select Board  
Human Resources

FROM: Daniel Bennett, Building Commissioner  
Charles A. Simmons, Director of Public Buildings

SUBJECT: Authorization to Hire – Energy Management Systems Specialist

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The Building Department is requesting permission to fill a vacancy due to a promotion in the Public Building's Division.

The open position is an Energy Management Systems Specialist. The position is budgeted in the present year operating budget.

Thank you for your consideration.



# Town of Brookline

## Massachusetts

### Authorization To Hire Request Form

1. Position **TITLE**: Energy Managment Systems Specialist Grade: T632 TMM T06
2. Department: Building Division: Public
3. Position Control #: 250000052 Prior Incumbent: Camden Gomes
- a. Reason for Leaving: Promotion

4. Budgetary Information:

Department Code: 2500 Budget Code: 25003430 75% / 25002510 25 % 510 ~~16~~ % 100

☐ Grant Funded-Name of Grant: \_\_\_\_\_ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☒ Full-Time: # of hours/week: 37.5 ☐ Part-Time: # of hours/week: \_\_\_\_\_

☐ Permanent ☐ Temporary: expected end date (required) \_\_\_\_/\_\_\_\_/\_\_\_\_

7. Method of Fill:

☐ Promotion – To be Posted Internally from: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ New Hire ☐ Transfer – Please explain: \_\_\_\_\_

8. List the top three essential functions of this position:

1. Operations of the Energy Management System.
2. Energy Conservation programs/energy budget.
3. Operations Manager for Public Buildings Staff/Tradesmen.

9. I have considered the following alternatives to filling this position:

Using outside contractors and using in-house staff overtime.

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

Outside contractors are very expensive. There may be too many hours needed to provide the service  
than a person would be able to work overtime.


Authorization To Hire Request Form

## 11. Suggested sources for specialized recruitment advertising: (other than local papers)

Human Resources will work closely with the department to post the position widely with recruiting websites and multiple targeted affinity group job boards, professional groups and diversity recruiting sites.

## 12. Please attach the current position description.

## 13. Signatures:

Department Head Signature: 	Date: <u>2/10/23</u>
Human Resources Director: _____	Date: _____
Town Administrator: _____	Date: _____

## 14. Approvals:

Date on BOS Agenda: _____	Date Approved: _____
---------------------------	----------------------

## 15. Notes:



**TOWN OF BROOKLINE**  
*Massachusetts*  
**DEPARTMENT OF PUBLIC WORKS**  
PARKS AND OPEN SPACE DIVISION

*Erin Chute Gallentine*  
Commissioner

*Alexandra Vecchio*  
Director

February 21, 2023

Select Board  
333 Washington Street  
Brookline, MA 02445

Dear Select Board Members,

The Department of Public Works - Parks and Open Space Division respectfully requests that the Select Board accept two gifts totaling \$20,500 for the replacement of two sets of steel ornamental access gates at the Hall's Pond Sanctuary. One gift of \$10,500 was made by the Friends of Hall's Pond and another of \$10,000 from the Brookline Greenspace Alliance. These funds will be combined with Town funding to cover the cost for this project, anticipated to be \$28,850.

The Hall's Pond Sanctuary is our busiest and most well know Conservation Sanctuary. Approximately twenty years ago the Sanctuary underwent an extensive restoration and renovation project. The project included new boardwalks, stormwater improvements, and invasive vegetation management efforts. Additionally, the entrance and access points to and from the Sanctuary and the adjacent Amory Field and Amory Woods were modified to enhance connectivity.

We have made several repairs and adjustments to the gates over the last two decades but they are now past their useable life. The gates will remain in the current location and configuration on the property. The original scale and size were given much thought and consideration during the renovation, and the replacement gates will reflect the original design intent.

The Parks and Open Space Division is grateful to the Friends of Halls Pond and the Brookline Greenspace Alliance for their support of this community project.

Sincerely,

Alexandra Vecchio  
Director of Parks and Open Space

cc: Erin Gallentine, Commissioner of Public Works

3.F.



# TOWN of BROOKLINE

*Massachusetts*

## BUILDING DEPARTMENT

Daniel F. Bennett  
Building Commissioner

February 1, 2023

TO: Select Board

FROM: Charles A. Simmons  
Director of Public Buildings

SUBJECT: Budget Appropriation Transfer

---

I would like to request a Budget Transfer for a total amount of \$18,000. This request consists of:

- 1) \$6,000 from account 25002520 510101 Code Enforcement Personnel account to account 25002520 531012 Code Enforcement Supplies

The transferred monies would be used for Inspectional Materials.

- 2) \$12,000 from account 25002520 510101 Code Enforcement Personnel to account 25002520 551099 Education, Trainings and Conferences

The transferred monies would be used for Education, trainings and conferences.

Thank you for your consideration.

cc: Joan Tolson, Bookkeeper

Attachment

## TOWN OF BROOKLINE

## REQUEST FOR APPROPRIATION TRANSFER

DATE: 2/1/2023

To the Board of Selectmen:

Authority is hereby requested for permission to make the following transfer(s) within the  
 appropriation for the Building Department

Department Name

	<u>ORG #</u>	<u>ORG NAME</u>	<u>OBJECT #</u>	<u>OBJ NAME</u>	<u>AMOUNT</u>
FROM:	25002520	Code Enforcement	510101	Personnel	\$6,000

TO:	25002520	Code Enforcement	531012	Supplies	\$6,000
-----	----------	------------------	--------	----------	---------

FROM:	25002520	Code Enforcement	510101	Personnel	\$12,000
-------	----------	------------------	--------	-----------	----------

TO:	25002520	Code Enforcement	551099	Education	\$12,000
-----	----------	------------------	--------	-----------	----------

FROM:					
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TO:					
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FROM:					
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TO:					
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FROM:					
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TO:					
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Charlie Simmons

DEPARTMENT HEAD

**NOTE: IN ADDITION TO SELECTMEN APPROVAL, THE FOLLOWING TRANSFERS REQUIRE ADVISORY COMMITTEE APPROVAL:**

(1) From Capital (5A); (2) To Personnel (51); (3) Building Dept Transfers of more than \$10,000 to or from Repairs to Public Buildings (522400); (4) From the Parks & Open Space Division to any other division of DPW; and (5) From the Snow & Ice budget to any other division of DPW.

BOARD OF SELECTMEN



**TOWN OF BROOKLINE**  
*Massachusetts*  
**DEPARTMENT OF PUBLIC WORKS**

*Erin Chute Gallentine*  
 Commissioner

## **Memorandum**

---

To: Members of the Select Board  
 From: Erin Chute Gallentine - Commissioner of Public Works  
 Robert King, PE, Director of Engineering and Transportation  
 Date: January 24, 2023  
 Re: **PW/21-16 "Woodland Road Improvements" Extra Work Order 1**  
 Cc: Charles Cary, Town Administrator

Request for authorization and approval by the Select Board to increase the referenced contract with Richard D'Ambrosia, Inc. in the amount of \$111,700.00 for additional work associated with Woodland Road.

In 2022-23, the Department of Public Works managed a contract to reconstruct and improve Woodland Road west and east of Hammond Street. In addition to resurfacing Woodland Road (west of Hammond) with a new asphalt top, a new ADA compliant sidewalk with necessary wheelchair ramps was also constructed. The intent of this work was to provide a new sidewalk that meets current accessibility standards and increases pedestrian safety. These goals are included in roadway reconstruction contracts as the Town works to further improve pedestrian infrastructure.

Throughout the duration of this contract, the milled surface was in worse shape than originally anticipated. This condition called for an asphalt shim course to rectify the base layer and provide a strong binder to support the longevity and quality of the finished roadway design. Additional HMA berm was installed to correct drainage issues along the bottom of the super elevated curve on Woodland Road. Lastly, there was a need for additional vertical granite curb to support a portion of new sidewalk east of Hammond St. These improvements increased the quantity of the vertical granite curb, HMA berm, HMA shim course, and earth excavation line items. As such, this change order is required to modify the total value of the contract.

We respectfully request approval from the Select Board to modify the original value of **Contract No. PW/21-16 "Woodland Road Improvements"** to include costs associated with this extra work in the amount of \$111,700.00 and note that there are available funds in the designated roadway rehabilitation capital improvement budget for this request.

## TOWN OF BROOKLINE

## CONTRACT CODING APPROVAL FORM

DEPARTMENT: DPW/Engineering Division

Prepared by: BDG

Vendor Name: Richard D'Ambrosia, Inc.

Vendor # 59764

Contract Name: Woodland Road Improvements

Contract # PW/21-16

Purpose of Contract/Description\*

Amount of Contract \$ 111,700.00

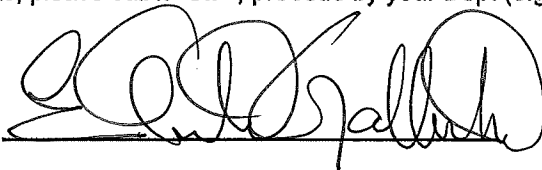
Description: This is Extra Work Order 1 for the contract PW/21-16 'Woodland Road Improvements'

## CODING

Org #	Org Name	Acct #	Acct Name	Amount
4923K058	DPW CIP	6H0026	STREET REHAB	\$ 111,700.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

\*For "K" or "C" accounts, please call it "CIP", precede by your Dept (e.g., 4909K001 would be "DPW CIP")

Department Head



Date

2.15.23

Comptroller and Purchasing Approvals

Funds Available/Codes Correct

Michael Dipietro


Comptroller

2-2-23

Date Approved by Comptroller

Complies with Appropriate Procurement Law

MGL ch 149, ch 30 30M, or ch 30B



Purchasing

2/3/23

Date Approved by Purchasing



**TOWN OF BROOKLINE**  
*Massachusetts*  
**DEPARTMENT OF PUBLIC WORKS**  
February 2, 2023

*Erin Chute Gallentine*  
Commissioner

Select Board  
Town Hall  
Brookline, MA 02445

Dear Board Members:

Attached for your approval is Extra Work Order Number 1 for work to be done by Lorusso Corp., in conjunction with Contract No. PW/22-01, Disposing of Leaves and Related Work.

The additional work is for the disposal of additional leaves, catch basin cleanings and street sweepings and is valued at \$45,000.00.

We ask for your approval of this work.

Sincerely,

Erin Gallentine  
Commissioner of Public Works

TOWN OF BROOKLINE

ENGINEERING DIVISION

EXTRA WORK ORDER

Number 1

I, James M. Betti Jr., duly authorized representative of Lorusso Corporation, Contractor, agree to perform all labor and supply such materials as may be necessary to perform additional disposal of leaves, catch basin cleanings and street sweepings under the contract for Disposing of Leaves and Related Work.

I further agree that the amount or amounts paid to Lorusso Corporation, Contractor, for performing the above-specified work shall be as follows:


**Additional disposal of leaves, catch basin cleanings and street sweepings      \$45,000.00**

The work is in connection with the contract between Lorusso Corporation, and the Town of Brookline, Massachusetts, "Disposing of Leaves and Related Work," Contract No. PW/22-01, dated June 22, 2021.

Approved:

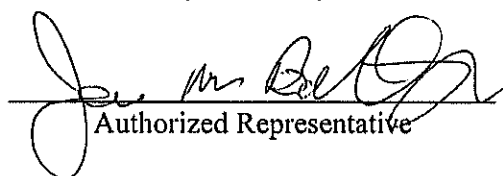
2/1/23  
Date


Approved:

  
Commissioner of Public Works

Lorusso Corporation

(Contractor)

  
Authorized Representative

  
Town Administrator

# Town Of Brookline

## Contract Amendment Approval Form

Department: Public Works/Engineering Division

Contract #: PW/22-01 Disposing of Leaves and Related Work

Vendor Name and Address: Lorusso Corporation, 3 Belcher Street  
Plainville, MA 02762

Change Order/Extra Work Order #: 1

Purchase Order #: 23100017

Amount of Amendment \$ 45,000.00

Purpose of Amendment:

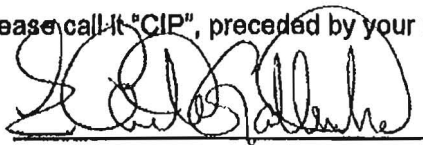
<b>Description:</b> Additional disposal of leaves, catch basin cleanings and street sweepings.

Coding:

Org #	Org Name *	Acct #	Acct Name	Amount
40004300		523593		\$25,000.00 ✓
4991EW40		523593		\$20,000.00 ✓

- For "K" or "C" accounts, please call it "CIP", preceded by your Dept (e.g., 4909K001 would be "DPW CIP").

Department Head:



Date

2/3/23

### Comptroller and Purchasing Approvals

Funds Available/Codes Correct

  
 Comptroller

2/7/23  
 Date Approved by Comptroller

Complies with Appropriate Procurement Law  
 (MGL ch 149, ch 30 30 30M, or ch 30B)

  
 Purchasing

2/6/23  
 Date Approved by Purchasing

**AGREEMENT FOR PROFESSIONAL SERVICES**

between

**TOWN OF BROOKLINE  
333 Washington Street  
Brookline, Massachusetts 02445**

and

**Opticos Design, Inc.**

for the

**Preparation of  
Harvard Street Form-based Code**

for

**The Town of Brookline**

THIS **AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the **Town of Brookline**, hereinafter called "TOWN", and **Opticos Design, Inc.** hereinafter called "CONSULTANT," for the preparation of **Harvard Street Form-based Code** for the Town of Brookline, hereafter called "PROJECT".

WITNESSETH for the considerations hereinafter set forth, the parties hereto agree as follows:

**ARTICLE 1 - ENGAGEMENT OF CONSULTANT**

- 1.1 TOWN hereby engages CONSULTANT and CONSULTANT hereby accepts the engagement to provide professional services relative to producing a Form-based code for Harvard Street.

**ARTICLE 2 - SERVICES OF THE CONSULTANT**

- 2.1 CONSULTANT will perform professional consulting services for the PROJECT, as more completely described in Attachment A—Project Scope & Budget.
- 2.2 CONSULTANT will serve as TOWN'S professional consultant for the PROJECT to which this AGREEMENT applies and will consult with and advise TOWN during the performance of services provided under this AGREEMENT.
- 2.4 CONSULTANT shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality (Standard of Care). Consistent with this Standard

### 3.H.

of Care, the services shall conform to applicable laws, codes, by-laws and regulations of any governmental agency having jurisdiction over the PROJECT at the time services are rendered.

- 2.5 Consistent with the Standard of Care referenced above, CONSULTANT shall be responsible for the professional and technical accuracy and the coordination of designs, drawings, specifications, estimates and all other services to be provided under this AGREEMENT, including those of sub-consultants and/or sub-contractors of CONSULTANT. TOWN shall be responsible for the professional and technical accuracy of GIS information and other mapping and technical documentation provided to CONSULTANT under this AGREEMENT.
- 2.6 The CONSULTANT, including its sub-consultants and sub-contractors, shall provide services under this AGREEMENT in accordance with applicable laws, guidelines, standards and regulations of pertinent federal, state and local governmental authorities.

#### **ARTICLE 3 - RESPONSIBILITIES OF TOWN**

The TOWN, at no cost to CONSULTANT, will:

- 3.1 Provide CONSULTANT with all available information in its possession pertinent to the PROJECT, as mutually agreed by the parties.
- 3.2 Provide access to and make all provisions for CONSULTANT to enter upon public land and assist CONSULTANT in gaining access to private lands, if necessary, subject to the authorization of the private property owner(s), as required for CONSULTANT to provide the services under this AGREEMENT.
- 3.3 Designate a person to act as TOWN'S representative with respect to the services to be provided under this AGREEMENT.

#### **ARTICLE 4 - COMPENSATION and PAYMENT**

- 4.1 For the services performed under this AGREEMENT as outlined in Attachment A, TOWN will pay CONSULTANT monthly as charges accrue, as shown in the Fee which is included in Attachment A. The Fee for the Scope of Services shall not exceed \$277,200 to be paid monthly based on the percentage of work completed.
- 4.2 The fee for the Scope of Services described in Attachment shall not exceed **\$277,200**. In the event of any conflicts between these documents, Attachment A shall supersede.
- 4.3 Payment to CONSULTANT shall be made within thirty (30) days after receipt of an acceptable invoice. If TOWN objects to all or part of any invoice submitted by CONSULTANT, TOWN shall so advise CONSULTANT in writing, giving reasons therefore, within fourteen (14) calendar days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable and payable by TOWN.
- 4.4 Invoice payments must be kept current for services to continue. If TOWN fails to pay any invoice due to CONSULTANT within 45 days of the date of invoice, CONSULTANT may, without waiving any other claim or right against TOWN, suspend services under this AGREEMENT until

### 3.H.

CONSULTANT has been paid in full all amounts due CONSULTANT and/or any of its sub-consultants and sub-contractors.

- 4.5 The acceptance of final payment by the CONSULTANT shall constitute a waiver of all claims by the CONSULTANT arising under this AGREEMENT.

#### **ARTICLE 5 – SUB-CONSULTANTS and SUB-CONTRACTORS**

- 5.1 CONSULTANT shall not engage any sub-consultants or sub-contractors to assist in the performance of this PROJECT without the express written authorization of the Director of Planning and Community Development or designee, acting on behalf of TOWN.
- 5.2 CONSULTANT shall be responsible for compensating its sub-consultants or sub-contractors for services rendered under this AGREEMENT.

#### **ARTICLE 6 - TIME OF COMPLETION**

- 6.1 The work to be performed under this AGREEMENT shall commence upon receipt of an executed copy of this AGREEMENT. CONSULTANT will perform services under this AGREEMENT as expeditiously as is consistent with professional skill and care and the orderly progress of work.
- 6.2 Unforeseen project delays beyond the control of CONSULTANT may result in an adjustment to the indicated schedule. Should such conditions arise or be anticipated to arise, CONSULTANT will notify TOWN in writing as soon as possible.

#### **ARTICLE 7 - INDEMNIFICATION AND INSURANCE**

- 7.1 CONSULTANT shall at all times indemnify and save harmless the Town and their officers, employees, and sub-consultants/sub-contractors on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by or alleged to have been sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its officers employees and sub-contractors/sub-consultants in connection with the PROJECT, and/or under this AGREEMENT.
- 7.2 Nothing herein contained shall be construed to obligate CONSULTANT to prepare for or appear in litigation on behalf of TOWN, except in consideration of additional compensation to be mutually agreed upon by the parties.
- 7.3 CONSULTANT shall carry insurance in the following types and limits:

Workman's Compensation	Statutory Limits
Employer's Liability	\$2,000,000
Comprehensive General Liability:	
Personal Injury	All \$2,000,000 each occurrence,

### 3.H.

Bodily Injury	\$4,000,000 aggregate
Property Damage	

Comprehensive Automobile Liability Insurance:

Combined Single Limit	\$2,000,000
Professional Liability	\$2,000,000 per claim and in the aggregate

Insurance policies shall expressly name the Town of Brookline as an additional insured.

- 7.4 Certificates of Insurance are attached hereto as Attachment B—Certificates of Insurance.

#### **ARTICLE 8 - TERMINATION OF AGREEMENT**

- 8.1 Termination for Cause: If, through any cause, CONSULTANT fails to fulfill in a timely manner the obligations under this AGREEMENT, or if CONSULTANT violates any of the provisions of this AGREEMENT, TOWN shall thereupon have the right to terminate this AGREEMENT by written notice to CONSULTANT of such termination specifying the effective date thereof at least five (5) days before the effective date of such termination. Cause shall also include, but not be limited to, dissolution, termination of existence, insolvency, appointment of receiver, commencement of any proceeding under any bankruptcy or insolvency laws by or against CONSULTANT. If the AGREEMENT is terminated by TOWN as provided herein, CONSULTANT will be paid for services satisfactorily performed as of the date of notice is received, less payment for compensation previously made.
- 8.2 Termination for Convenience: Either party may terminate this AGREEMENT at any time by giving 30-day written notice to the other party of such termination and specifying the effective date of such termination. If the AGREEMENT is terminated by either party, CONSULTANT will be paid for services satisfactorily performed as of the date of notice is given or received, less payments of compensation previously made.
- 8.3 Documents: In either of the foregoing events, all completed work (including data and draft work products) prepared by the CONSULTANT under this AGREEMENT shall be provided to TOWN, and CONSULTANT shall be entitled to receive just and equitable compensation for services provided under this AGREEMENT.

#### **ARTICLE 9 - OWNERSHIP OF DOCUMENTS**

- 9.1 Upon completion of services, finished digital documents, in addition to other data and work products as specified by the scope of this AGREEMENT, shall be furnished by CONSULTANT to TOWN. Final documents prepared by CONSULTANT shall become the property of TOWN upon receipt of payment by CONSULTANT.
- 9.2 If any information hereunder is provided in electronic format, TOWN recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including final reports and presentations ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to TOWN for informational purposes only and not as record documents.

#### **ARTICLE 10 - AUTHORIZATION TO BEGIN WORK**

10.1 Execution of this AGREEMENT shall be considered as Notice to Proceed.

#### **ARTICLE 11 – TOWN-FURNISHED INFORMATION**

11.1 TOWN shall provide CONSULTANT with all available PROJECT-related technical data within its possession, including a zoning code diagnosis and microscale analysis related to Harvard Street. The CONSULTANT will rely upon the accuracy of TOWN-furnished information in connection with the performance of services.

#### **ARTICLE 12 – ASSIGNABILITY**

12.1 Neither party to this AGREEMENT shall assign any interest in this AGREEMENT, nor transfer any interest in same (whether by assignment or notation), without the prior written consent of the other party.

#### **ARTICLE 13 - LIMITATION OF LIABILITY**

13.1 TOWN hereby agrees that to the fullest extent permitted by law, CONSULTANT'S total liability to TOWN and any persons or entities claiming by, through or under TOWN, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the PROJECT and/or this AGREEMENT from any cause or causes including, but not limited to CONSULTANT'S negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the liability limits specified in Article 7.

#### **ARTICLE 14 - NON-DISCRIMINATION**

14.1 The Consultant will comply with the provisions of Chapter 151B, as amended, of the General Laws of Massachusetts relative to non-discrimination which are incorporated herein by reference and made a part of this Agreement.

14.2 In the performance of work under this Agreement, the Consultant shall not discriminate in employment practices or in the selection or retention of Sub-Consultants or in the procurement of materials or rental of equipment on the grounds of race, color, religion, gender identity or gender expression, or national origin, or on the grounds of age or sex except when age or sex is a bona fide occupational qualification.

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice advising the said labor union or workers' representative of the Consultant's commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

### 3.H.

- 14.3 In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract and for the procurement of materials and equipment, each potential Sub-Consultant or supplier shall be notified in writing by the Consultant of the Consultant's obligations under this Agreement relative to non-discrimination on grounds of race, color, religion, gender identity or gender expression, national origin, age or sex, and his obligations to pursue an affirmative course of action as required by paragraph 14.4.
- 14.4 The Consultant will pursue an affirmative course of action as required by affirmative action guidelines adopted by the Human Relations Commission in effect on the effective date of the Agreement, or when calls for proposals are made, whichever is sooner, which are herein incorporated by reference, attached hereto, and made a part of this Agreement and to the nature and size of his work force, to insure that applicants are sought and employed, and that employees are treated, during their employment, without regard to their race, color, gender identity or gender expression, national origin or ancestry, or religion. No changes in affirmative action guidelines hereinafter adopted by the Commission shall be effective with respect to Agreements already in effect, without the express written consent of the Consultant.
- 14.5 In the event the Consultant fails to comply with the foregoing non-discrimination provisions of this Agreement, the Contracting agency of the Town, upon advice and counsel of the Human Relations Commission, shall impose such Agreement sanctions as it may determine to be appropriate, including but not limited to:
- (1) withholding of payment due the Consultant under this Agreement until the Consultant complies, and/or
  - (2) cancellation, termination or suspension of this Agreement, in whole or in part.
- For the purposes of this section the Contracting agency of the Town shall accept as proof of noncompliance with the provisions of subsection 14.1, only final orders or decisions of the Massachusetts Commission Against Discrimination.
- 14.6 The provisions of this section shall be deemed supplementary to, and not in lieu of, or in substitution for, the provisions of Massachusetts Law relating to non-discrimination, and other applicable Federal, State or Town law, by-law, rule, regulation and directive relative thereto. In the event of a conflict between the provisions of this section and, where inserted or incorporated in this Agreement, an applicable state or federal law, rule, regulation or directive, the conflicting provisions of the latter shall control.

## **ARTICLE 15 - JURISDICTION**

- 15.1 This AGREEMENT shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. Any claims arising out of this contract shall be adjudicated in Norfolk County, if a state claim, and in the Massachusetts Federal District Court, Boston, if a federal claim.

### 3.H.

IN WITNESS WHEREOF, the said CONSULTANT has caused these presents to be signed by: \_\_\_\_\_(name), its \_\_\_\_\_(title), hereto duly authorized, and the said TOWN executed these presents by its Select Board, acting for said TOWN, and not individually, and without incurring any individual liability, on the year and day above written.

#### TOWN OF BROOKLINE

Select Board

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chief Procurement Officer:

  
\_\_\_\_\_

Comptroller:

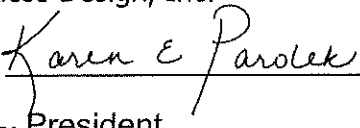
\_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
Town Counsel

#### CONSULTANT

Opticos Design, Inc.

By:   
Title: President \_\_\_\_\_

## AFFIDAVIT

State of CaliforniaDate: February 13, 2023County of Alameda

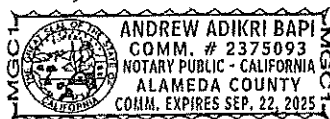
The undersigned being duly sworn, deposes and say that he is the President  
 \_\_\_\_\_ (Sole owner; partner; president; treasurer; or other duly authorized  
 official of a corporation) of **Opticos Design, Inc.**, for Contract in the Town of Brookline on  
February 13, 2023 and certifies that of his own knowledge, said bidder has not, either directly  
 or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in  
 restraint of free competitive bidding in connection with such contract.

Karen E. Parolek  
 \_\_\_\_\_  
 Signature of person making affidavit

A notary public or other officer completing this  
 certificate verifies only the identity of the individual  
 who signed the document to which this certificate  
 is attached, and not the truthfulness, accuracy, or  
 validity of that document.

State of California  
 County of ALAMEDA

Subscribed and sworn to (or affirmed) before me on this 13TH  
 day of FEBRUARY, 2023, by  
KAREN E. PAROLEK,  
 proved to me on the basis of satisfactory evidence to be the  
 person(s) who appeared before me.



(Seal)

Signature

**Tax Compliance Certification**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Karen E Parolek

Signature of person submitting bid or proposal

Opticos Design, Inc.

Name of business

**Attachment A****PROJECT SCOPE & BUDGET**

**Map is provided at the end of Attachment A:** Solid green line includes Harvard Street parcels. Dashed green line is additional land area that would be included in the Harvard zoning district or, if named a separate zoning district, would adopt the multifamily zoning used for Harvard Street district.

**Harvard Street Form-Based Code Objectives:**

- Provide form-based zoning districts that help enable the addition of new housing units, by right, along Harvard Street and within its 3 commercial nodes
- Maintain and encourage consistency with the rich urbanism and architecture, including quality building materials, that already exists along the corridor
- Respond to the recent State legislation that mandates Transit-Oriented Development (TOD) standards adopted by December 2023
- Streamline the entitlement process for development within the project area to encourage infill of underutilized parcels, provide predictable outcomes, and allow for easier administration

**File Format of Deliverable:**

1. The Form-based code shall be prepared in Adobe InDesign and delivered as both Adobe InDesign files as well as PDF file.
2. All graphics shall also be provided to the TOWN in their native format (illustrator, photoshop, autocad, etc.) All presentation materials shall also be provided to the Town in their native format (e.g., Powerpoint files, not a .pdf).
3. Native files shall be the property of the Town of Brookline to edit or revise; or convert to XML or post as PDF files to the TOWN's web-based municipal code vendor.
4. All content shall legible when printed as 8.5 x 11" or posted as PDFs to the web or viewed in any format at 100% scale.
5. The CONSULTANT shall ensure that conversion to PDF format is accurate, as the PDF files will be the posted to web for public access and may be printed on demand for the Select Board or land-use boards, such as the Board of Appeals.

**Estimated Breakdown of Cost:****Code Framework & Preparation**

Task 1: Prepare Code Framework of Zones & Key Standards. Incorporate related TOWN zoning by-law content such as new site plan and design review by-law text, new table of uses, historic preservation standards, and parking requirements table, which the TOWN may be provide to the CONSULTANT as a Word file.

\$10,000

Task 2: Test Fits (up to 6)

\$18,000

Task 3: Prepare Admin Draft Form-Based Code (FBC)

### 3.H.

	\$70,000
Task 4: Prepare "Screencheck" Public Draft FBC	
	\$35,000
Task 5: Prepare Public Draft FBC no later than June 1, 2023	
	\$20,000
Task 6: Prepare Final FBC, after adoption at Fall Town Meeting (estimated December 2023)	
	\$5,000

#### Project Approach & Management

Task 1: Review of Town's microscale analysis, base maps, community vision, historic preservation background, and policy direction for Harvard Street; create a timeline of tasks that includes the June 1, 2023 deadline in Task 5 above and the August 1, 2023 deadline in Task 6 below

\$15,000

***(continued on next page)***

Task 2: Working sessions with staff to download key issues and direction for key sites (up to 2, 2-hour calls, and \$750 for every hour of working sessions in excess of the maximum)

\$3,000

Task 3: Attend virtual public workshop/meeting (includes 3 meetings with 1 person at each, and \$1,500 for every public workshop/meeting in excess of the maximum)

\$4,500

Task 4: Working sessions to review draft with staff (up to 4, 2-hour calls, and \$750 for every hour of working sessions in excess of the maximum)

\$6,000

Task 5: Prepare 3 Documentation of Architectural Style Options (bridging historic fabric with traditional, transitional, and contemporary styles), including materials/fenestration style

\$25,000

Task 6: Prepare 3 Site Visualizations no later than August 1, 2023

\$30,000

Task 7: Additional in-person or virtual meetings

\$10,500

Task 8: Project Management – 10% of subtotal

\$25,200

\*\*\*\*\*

Total not to Exceed

\$277,200

3.H.

**Attachment B**

**CERTIFICATES OF INSURANCE**



**Department of Planning and  
Community Development**

Town Hall, 3<sup>rd</sup> Floor  
333 Washington Street  
Brookline, MA 02445-6899  
(617) 730-2130

**Kara Brewton  
Director**

# *Town of Brookline*

## *Massachusetts*

TO: Brookline Select Board  
FROM: Kara Brewton  
DATE: February 15, 2023  
RE: Opticos Contract related to MBTA Communities Statute M.G.L.c.40A Section 3A – Harvard Street zoning district (“3A District”)

We are requesting the Select Board approve the attached contract with Opticos Design, Inc., to prepare a form-based code for Harvard Street, as discussed at the January 30 Select Board meeting. Form-based zoning is the only way that staff can ensure enforceable standards for design review of as-of-right projects, a key criterion of the statute.

Town Counsel and the Chief Procurement Officer have worked with us to develop, review, and approve this contract. Opticos Design’s urban designers and architects wrote the seminal textbook on form-based codes. More importantly, when we spoke with communities across the country where form-based code was not just drafted, but adopted, Opticos Design by far and away was the consultant assisting those communities to achieve often award-winning plans and zoning regulations. Immediately moving forward on this contract will allow us the most time to develop a form-based code for Harvard Street as part of an overall community process this spring and summer, prior to a Town Meeting vote this fall. Additionally, this process will provide the community a specific example of what form-based zoning is, how it incorporates desired, and therefore predictable outcomes in the built environment. Moreover, it can serve as pilot of process that could be replicated in other parts of Town following the adoption of the Comprehensive Plan.

To put this contract in context, a summary of other resources Planning has secured as part of this effort include:

- Brookline was chosen as one of five communities to win an early technical assistance grant with the Massachusetts Housing Partnership (MHP) in fall 2022. This allowed us to work side by side with MHP as they developed and evaluated a compliance model excel sheet, and also allowed us to compare ideas and constraints with other communities early on. This process ultimately led to more flexibility in the final DHCD guidelines as well as the compliance model with respect to inclusionary zoning and parking.

### 3.H.

- Maria Morelli conducted a detailed survey of Harvard Street's development pattern to document the existing storefront character, building form and relationship to the street and abutting properties for each block. This microscale analysis is the crucial foundational step to writing context-based zoning codes, best implemented with a form-based zoning approach, and which allowed us to reduce the scope of this consultant's work by approximately one-third.
- In January 2023, Planning secured a second technical assistance grant with MHP for \$20,000 of consulting services with RKG Associates. RKG provides iterative GIS mapping and 3D modeling expertise to ensure that the draft zoning meets compliance with the statute criteria.
- Using funds within the Department's FY23 budget, we will be issuing a Request for Quotations for the development of Architectural Design Standards for the Brookline Village National Register District. These standards will communicate standards for exterior alterations to preserve character-defining features, discourage demolition, encourage adaptive reuse, reinforce retail/mixed use district character, and preserve older housing stock and embodied carbon. Independent of whether a 3A zoning district is adopted this fall, the development of these standards will provide: regulatory boards with articulated standards by which to conduct design reviews, the Town with standards for legally defensible conditions and decisions, and standards for infill development that would maintain the overall architectural integrity and settlement pattern of the National Register district. Moreover, these architectural standards will inform the scope of the form-based zoning consultant's work to memorialize in the zoning the existing neighborhood character of the celebrated mixed-use district.

The Department of Planning & Community Development looks forward to updating the Select Board on March 21 about these parallel efforts and a schedule of proposed workshops and Select Board hearings. We will also report on the opportunities related to incentivizing the creation and retention of mixed-use development, disincentivizing the demolition of existing rental units, and maintaining the Town's inclusionary zoning standards for affordable housing. Our presentation will also include opportunities and constraints with regards to parking minimums and maximums.

On March 21, we will also be presenting a draft Select Board memo to the Department of Housing & Community Development (DHCD). The purpose of this memo will be to document some of the conversations we have had to date with DHCD staff and to request a written response as we move forward in partnership with the state (which they are more than happy to do for us). Categories of comments will include: legislative gaps that DHCD believes prevents more flexibility (e.g., ground-floor retail requirements), clarifying special permit provisions consistent with compliance, recommendations for a simplified DHCD review process related to inclusionary standards, and requests for additional guideline changes (e.g., timing flexibility – in concert with peer communities – to fully comply with respect to the number of theoretical number unit capacity in this first year).

As we continue diligently taking steps towards compliance with Section 3A, we are also maintaining consistent communication with the community, other municipalities, our regional planning agency, state legislators, and state agencies. We strongly believe that the MBTA Communities law will benefit Harvard Street and moreover position this cherished district to thrive—by reinforcing what already makes this neighborhood a model for more sustainable and equitable communities.



### 3.I.

#### OFFICE OF THE SELECT BOARD

#### MEMORANDUM

TO: Each Member of the Board

FROM: Melissa Goff, Deputy Town Administrator for Policy and Fiscal Affairs

RE: **American Rescue Plan Act (ARPA) approval for Premium Pay/wage expenditures**

DATE: 2/17/23

---

Following the Board's direction, the Town has been working on providing compensation to employees as allowed under the American Rescue Plan Act in recognition for their incredible in-person service during the pandemic. The Premium Pay program established by the Town provides a maximum benefit of \$4,000 to eligible employees. The Town is prepared to disburse these payments to employees who have worked at least 40 days of in person service from April 2020 – March 2021 and are a benefit-eligible employee as of February 10, 2023. We are now requesting approval of up to \$6,000,000 in ARPA funding for wage expenditures to ensure all such needs are met.

**Recommended Vote:**

VOTED: To approve the allocation of up to \$6,000,000 in American Rescue Plan Act funding for wage expenditures as recommended by the Town Administrator.

**Application Form**

---

**Profile**

Brooke

First Name

Duskin

Middle Initial

Last Name

Email Address

Home Address

City

Suite or Apt

State

Postal Code

**What Precinct do you live in? \***☒ Precinct 1

Primary Phone

---

**Which Boards would you like to apply for?**

Building Commission: Submitted

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**Interests & Experiences****What type of experience can you offer this Board/Commission?**

I am a licensed professional civil engineer with a background in building envelope design and consulting. I worked at an engineering firm for 6 years before transitioning to construction and real estate project management. I currently work as a development manager for a real estate firm.

**What type of issue would you like to see this Board/Commission address?**

I would like to see this commission focus on a proactive approach to the maintenance of our public buildings. A large part of my engineering work focused on rehabilitation of existing buildings and I've seen first hand how issues escalate when maintenance is deferred. I would love the opportunity to contribute to this commission's work and help make sure Brookline's buildings continue to work well for the town's residents.

**Are you involved in any other Town activities?**

Not yet but I would like to be!

**Do you have time constraints that would limit your ability to attend one to two meetings a month?**

I am able to commit to attending one to two meetings a month.

[Duskin\\_Resume.pdf](#)

---

Upload a Resume

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## Demographics

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

### Ethnicity

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☒ Caucasian/Non-Hispanic

### Gender

---

☒ Female

11/28/1992

---

Date of Birth



**Board Roster**



**Karen Breslawski**  
**1st Term** May 02, 2021 - Aug 31, 2023  
**Email** karenbski@gmail.com

**Appointing Authority** Select Board



**Janet Fierman**  
**2nd Term** Sep 01, 2021 - Aug 31, 2024  
**Email** jfierman@rcn.com

**Appointing Authority** Select Board  
**Position** Chair



**Nathan Peck**  
**1st Term** May 01, 2020 - Aug 31, 2024  
**Email** npeck@kaplanconstructs.com

**Appointing Authority** Select Board

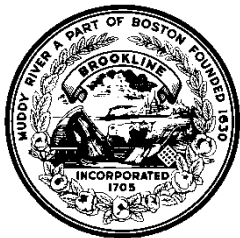


**George Cole**  
**2nd Term** Aug 31, 2022 - Dec 01, 2025  
**Email** gcolebrookline@gmail.com

**Appointing Authority** Select Board



**Vacancy**



**TOWN OF BROOKLINE**  
*Massachusetts*  
**DEPARTMENT OF PUBLIC WORKS**  
 ENGINEERING & TRANSPORTATION DIVISION

*Erin Chute Gallentine*  
 Commissioner

*Robert T. King, P.E.*  
 Director

## **INTEROFFICE MEMORANDUM**

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To: Select Board  
 From: Robert T. King, P.E., Director of Engineering & Transportation  
 Date: February 16, 2023  
 Re: **Carlton Street Footbridge Construction Update**  
**Required Work at MBTA Non-Revenue Hours (2-5AM)**  
 Cc: Charles Carey, Town Administrator  
 Erin Chute Gallentine, Commissioner of Public Works  
 William L. Smith, AIA, Construction Project Coordinator

Aetna Bridge Company, Inc., the Contractor for the Carlton St Footbridge Rehabilitation Project, and working under the authority of MassDOT, is required by the MBTA, for reasons of safety, to undertake any work immediately above, or adjacent to, the active rails and electrified catenary ***only*** during non-revenue (non-operative) hours, with fully de-energized catenary wires (power shut off) and under the protection of flag persons. Due to limited staffing and support, the MBTA assigns available non-revenue windows to the Contractor on a weekly basis.

As of this week, the Aetna/MassDOT team informed Brookline DPW that the **MBTA will support outstanding work on the footbridge within the active track Right-of-Way (ROW) during non-revenue hours of 2:00AM – 5:00AM, the weeks of 2/27 and 3/6, as detailed below:**

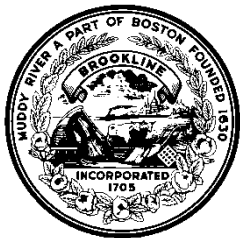
**WEEK of MON, FEB 27 – FRI, MARCH 3:**

HOURS of WORK: 2:00AM – 5:00AM  
 SCOPE of WORK: Install protective mesh panel guardrail system at truss sides of bridge span  
 Install permanent non-conductive 'glastic' shielding at underside of bridge

**WEEK of MON, MARCH 6 – FRI, MARCH 10:**

HOURS of WORK: 2:00AM – 5:00AM  
 SCOPE of WORK: Remove temporary wood shielding from catenary supports and signal wire  
 Remove temporary fencing and construction barriers at inbound sidelines

Brookline DPW is committed to informing the abutting neighbors of the upcoming footbridge night work at the MBTA ROW. The attached Notice highlighting the work hours and scope has been distributed to the Carlton St Footbridge catchment area as well as Precinct 1 Town Meeting Members. DPW would underscore that the proposed work does ***not*** require significant noise producing equipment or activities, as had been the case during previous crane operations at the removal and setting of the bridge span. Should the MBTA support both weeks as planned, no further non-revenue night work is anticipated prior to the projected June, 2023 completion date.



# TOWN OF BROOKLINE

## *Massachusetts*

### DEPARTMENT OF PUBLIC WORKS

#### Engineering & Transportation Division

February 16, 2023

*Erin Chute Gallentine*  
Commissioner

*Robert T. King, P.E.*  
Director

**Brookline Precinct 1 Town Meeting Members (TMM)**  
**Residents of Monmouth Ct & Footbridge Neighbors/Abutters**  
*Via email and hand-distribution*

## **CONSTRUCTION NOTICE**

### **CARLTON STREET FOOTBRIDGE REHABILITATION**

**Required Work at MBTA ROW during Non-Revenue Hours (2-5am)**

Dear Precinct 1 TMM's and Footbridge Neighbors:

#### **Footbridge Construction Update**

Aetna Bridge Company, Inc., the Contractor for the Carlton St Footbridge Rehabilitation Project, and working under the authority of MassDOT, is required by the MBTA, for reasons of safety, to undertake any work immediately above, or adjacent to, the active rails and electrified catenary *only* during non-revenue (non-operative) hours, with fully de-energized catenary wires (power shut off) and under the protection of flag persons. Due to limited staffing and support, the MBTA assigns available non-revenue windows to the Contractor on a weekly basis.

As of this week, the Aetna/MassDOT team informed Brookline DPW that the **MBTA will support outstanding work on the footbridge within the active track Right-of-Way (ROW) during non-revenue hours of 2:00AM – 5:00AM, the weeks of 2/27 and 3/6, as detailed below:**

#### **WEEK of MON, FEB 27 – FRI, MARCH 3:**

HOURS of WORK: 2:00AM – 5:00AM

SCOPE of WORK: Install protective mesh panel guardrail system at truss sides of bridge span  
Install permanent non-conductive 'glastic' shielding at underside of bridge

#### **WEEK of MON, MARCH 6 – FRI, MARCH 10:**

HOURS of WORK: 2:00AM – 5:00AM

SCOPE of WORK: Remove temporary wood shielding from catenary supports and signal wire  
Remove temporary fencing and construction barriers at inbound sidelines

#### **Brookline DPW Commitment to Residents**

Brookline DPW is committed to keeping the abutting neighbors updated of upcoming footbridge night work at the MBTA ROW. In addition, DPW would underscore that the proposed work does *not* require significant noise producing equipment or activities, as had been the case during previous crane operations. Should the MBTA support both weeks as planned, no further non-revenue night work is anticipated prior to the projected June, 2023 completion date. Please visit the project's website for current schedule updates: <https://www.brooklinema.gov/1885/Carlton-Street-Footbridge-Rehabilitation> or reach out directly to the Town's project coordinator with questions: [wsmith@brooklinema.gov](mailto:wsmith@brooklinema.gov). DPW will be apprising the Select Board of the programmed non-revenue work at their 2/21/23 meeting.

333 Washington Street • Brookline, Massachusetts 02445-6863  
Telephone: (617) 730-2139 Facsimile: (617) 264-6450  
[www.brooklinema.gov](http://www.brooklinema.gov)



**TOMMY VITOLO**  
**STATE REPRESENTATIVE**  
 15TH NORFOLK DISTRICT  
 BROOKLINE

## *Commonwealth of Massachusetts*

HOUSE OF REPRESENTATIVES  
 STATE HOUSE, BOSTON, MA 02133-1054

VICE CHAIR  
 Election Laws

COMMITTEE MEMBER  
 Elder Affairs  
 Tourism, Arts and Cultural Development  
 Steering, Policy and Scheduling

STATE HOUSE, ROOM 254  
 TEL: (617) 722-2220  
 tommy.vitolo@mahouse.gov

February 6, 2023

Town Administrator Charles Carey  
 33 Washington St, 6<sup>th</sup> Floor  
 Brookline MA 02445

Select Board Vice Chair John VanScoyoc  
 33 Washington St, 6<sup>th</sup> Floor  
 Brookline MA 02445

Select Board Member Bernard Greene  
 33 Washington St, 6<sup>th</sup> Floor  
 Brookline MA 02445

Select Board Member Miriam Aschkenasy  
 33 Washington St, 6<sup>th</sup> Floor  
 Brookline MA 02445

Select Board Member Michael Sandman  
 33 Washington St, 6<sup>th</sup> Floor  
 Brookline MA 02445

### **Re: Brookline Home Rule Petition Update**

Town Administrator Carey and members of the Select Board:

This letter outlines both the status of all current Brookline home rule petitions and the process for refiling eligible home rule petitions during the 193<sup>rd</sup> General Court of the Commonwealth of Massachusetts.

While I have provided a detailed update regarding each home rule petition, please note that as the session progresses a full list of Brookline Home Rule Petitions and their most recent status updates may be found on the legislature's website.<sup>1</sup>

<sup>1</sup> ["Browse By City/Town,"](#) The 193<sup>rd</sup> General Court of The Commonwealth of Massachusetts. N.d.

### **Successful Home Rule Petitions**

My legislative partners and I were successful with four home rule petitions. I am grateful for the partnership of Senator Creem, as well as Representatives Moran, Coppinger, and Elugardo during the 192<sup>nd</sup> session. Some of these petitions became law directly; others were incorporated into statewide legislation.

#### ***H.4083 An Act relative to bidding requirements for a certain affordable housing project in the town of Brookline.*<sup>2</sup>**

Upon receiving the signed and sealed letter of local approval on August 9, 2021, I filed this home rule petition. It was assigned to the Joint Committee on Housing where it had a hearing on September 15, 2021. After the hearing, H.4083 was reported favorably and assigned to the House Committee on Steering, Policy and Scheduling where it was placed in the Orders of the Day, was read second and ordered to a third reading. On December 6, 2021, the bill was read third and passed to be engrossed. The bill was then assigned to the Senate where it was placed in the Orders of the Day, read second, ordered third. On January 10, 2022, the bill was read third, and passed to be engrossed by the Senate. On January 13, 2022, the House and Senate enacted the bill and laid it before the Governor, who signed it into law on January 20, 2022.<sup>3</sup> Construction on the Colonel Floyd Apartments is scheduled to begin in 2023.<sup>4</sup>

#### ***S.2803 An Act authorizing the town of Brookline to establish a means tested senior property tax exemption.*<sup>5</sup>**

Upon receiving the signed and sealed letter of local approval on February 26, 2021, Senator Creem filed this home rule petition. It was assigned to the Joint Committee on Revenue where it had a hearing on April 15, 2022. After the hearing, S.2803 was reported favorably and placed in the Orders of the Day. On December 1, 2022, the bill was read third and passed to be engrossed by the Senate after which it was assigned to the House Committee on Steering Policy and Scheduling. The Committee placed the bill in the Orders of the Day, it was read second and ordered to a third reading. On December 29, 2022, the bill was read third. It was amended by the House, changing the word “average” to “median” in reference to the home value threshold for eligibility; it was subsequently passed to be engrossed. On January 3, 2023, the Senate concurred with the house amendment and both chambers enacted the bill, laying it before the Governor, who signed it on January 5, 2023.<sup>6</sup>

#### ***S.2473 An Act authorizing the town of Brookline to adopt and enforce local regulations restricting new fossil fuel infrastructure in certain construction.*<sup>7</sup>**

Upon receiving the signed and sealed letter of local approval on February 26, 2021, Senator Creem filed this home rule petition. It was assigned to the Joint Committee on Municipalities and Regional Government where it had a hearing on July 27, 2021. After the hearing, S.2473 was discharged to the Joint Committee on Telecommunications, Utilities and Energy where it had a hearing on January 19, 2022.

As S.2473 was being debated in Committee, the legislature was working on a statewide climate bill. When H.5060 *An Act driving clean energy and offshore wind* was assigned to the Governor’s desk on July 21, 2022, it contained language based on S.2473 and advocated for by Brookline’s legislative delegation that would create a pilot program to allow 10 municipalities to adopt fossil fuel bans. When the Governor returned an amendment to the bill,<sup>8</sup> he added that qualifying municipalities must have requested permission from the legislature via home rule petition. Additionally, to qualify municipalities must have met statewide affordable housing requirements and must make life science and health care facilities exempt from the ban. The legislation was signed into law on August 11, 2022,<sup>9</sup> and the Department of

<sup>2</sup> Warrant Article 27 passed Brookline’s Town Meeting by a vote of 209-2-7. (Zoom) Electronic Voting Night 6, June 2, 2021.

<sup>3</sup> Massachusetts Session Law Acts of 2022, Ch. 4

<sup>4</sup> House passes Brookline’s Colonel Floyd Home Rule Petition. Brookline Tab. December 8, 2021.

<sup>5</sup> Warrant Article 13 passed Brookline’s Town Meeting by a vote of 183-35-12. (Zoom) Electronic Voting Night 3, November 19, 2020.

<sup>6</sup> Massachusetts Session Laws Acts of 2022, Ch. 437

<sup>7</sup> Warrant Article 39 passed Brookline’s Town Meeting by a vote of 214-3-4. (Zoom) Electronic Voting Night 6, December 3, 2020.

<sup>8</sup> Governor’s Message H.5141, July 29, 2022.

<sup>9</sup> Massachusetts Session Law Acts 2022, ch. 179, § 84.

## 7.A.

Energy Resources (DOER) has recently released draft regulations<sup>10</sup> and a proposed model rule<sup>11</sup> for public comment. The legislature codified the policy for Brookline and several other communities throughout the state obviating the need to pass a Brookline Home Rule petition on this matter.

**H.4085 *An Act authorizing the town of Brookline's Transportation Board to revoke special speed regulations previously approved in compliance with Massachusetts General Law Chapter 90, Section 18 on any public ways under town jurisdiction and return the way to the statutory speed limit established under Massachusetts General Law Chapter 90, Sections 17 and 17C.***<sup>12</sup>

Upon receiving the signed and sealed letter of local approval on August 9, 2021, I filed this home rule petition and it was assigned to the Joint Committee on Transportation where it had a hearing on January 19, 2022. After the reporting deadline was extended, the H.4085 was sent to study on September 29, 2022.

While H.4085 was being debated in Committee, the legislature was considering H.5103 *An Act to reduce traffic fatalities*. When H.5103 came to the House floor, I filed an amendment that would allow any municipality in the Commonwealth to standardize their speed limits at 25 mph throughout their thickly settled communities. My amendment was adopted, and the bill was sent to the Governor's desk on September 12, 2022.

Unfortunately, Governor Baker vetoed my amendment ten days later.<sup>13</sup> Finally, the legislature proposed compromise legislation that was signed into law by the Governor. The accepted language allows municipalities to petition the Department of Transportation (MassDOT) to allow a change in the speed limit on thickly settled roads without a speed study<sup>14</sup>. Although H.4085 did not pass, the new law is closer to accomplishing this policy's goal statewide. I have refiled the language of my amendment<sup>15</sup> so that Brookline and municipalities across the state can standardize their speed limits without petitioning DOT and without a speed study.

### **Home Rule Petitions Eligible for File in the 193<sup>rd</sup> Session**

The following home rule petitions passed in the November 2022 Town Meeting are eligible to be filed during the 193<sup>rd</sup> session:

- *An Act authorizing the establishment of a betterment loan program for the funding of electrification initiatives in the Town of Brookline,*<sup>16</sup>
- *An Act authorizing the Town of Brookline to amend its Community Choice Aggregation Plan,*<sup>17</sup> and
- *An Act authorizing the Town of Brookline to adopt green zoning bylaws and regulations.*<sup>18</sup>

Having received the signed and sealed local approval letters on January 25, 2023, Senator Creem and I are working together with Brookline's legislative delegation to file these home rule petitions.

### **Home Rule Petitions Eligible for Refile in the 193<sup>rd</sup> Session**

Joint Rule 7C limits home rule petitions filing to the biennial session in which they pass Town Meeting and in the following biennial session.<sup>19</sup> During the second biennial session in which a home rule petition is filed, the Town must

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<sup>10</sup> [225 CMR 24.00 Municipal Fossil Fuel Free Building Construction and Renovation Demonstration Project](#), DOER, December 23, 2022.

<sup>11</sup> [DOER Draft Model Rule for Fossil Fuel Free Demonstration Project](#), DOER, December 23, 2022.

<sup>12</sup> Warrant Article 31 passed Brookline's Town Meeting by a vote of 214-1-5. (Zoom) Electronic Voting Night 6, June 2, 2021.

<sup>13</sup> Governor's Message H.5298, September 22, 2022.

<sup>14</sup> Massachusetts Session Law Acts of 2022, ch. 358, §13.

<sup>15</sup> HD2908 *An Act Relative to Speed Limits*

<sup>16</sup> Warrant Article 21 passed Brookline's Town Meeting by a vote of 190-38-9. 2022 STM Night 3, November 17, 2022.

<sup>17</sup> Warrant Article 23 passed Brookline's Town Meeting by a vote of 180-55-13. 2022 STM Night 3, November 17, 2022.

<sup>18</sup> Warrant Article 25 passed Brookline's Town Meeting by a vote of 161-72-8. 2022 STM Night 3, November 17, 2022.

<sup>19</sup> Joint Rules of the Senate and House of Representatives, Joint Rule 7C, adopted March 14, 2013, amended February 15, 2017.

## 7.A.

submit an updated signed and sealed letter of local approval certifying the vote of Town Meeting and explaining that the Town would still like the home rule petition to be filed. Although Town Meeting votes to authorize home rule petitions, the Select Board has the authority to send, or to not send, the final paperwork to the General Court.

Having been filed for the first time during the 192<sup>nd</sup> session, the following home rule petitions are eligible for refile in this biennial session. If the Town wishes to pursue these home rule petitions, it must send an updated signed and sealed letter of local approval to my office or Senator Creem's office. There is no deadline to file home rule petitions.

### ***H.5008 An Act authorizing local voting rights for permanent legal residents residing in Brookline.*<sup>20</sup>**

Upon receiving the signed and sealed letter of local approval on June 22, 2022, I filed this home rule petition. It was assigned to the Joint Committee on Election Laws where it had a hearing on July 19, 2022. After the hearing the reporting date was extended to September 30, 2022, pending concurrence. No further action was taken. If the Town wishes to refile this home rule petition, an updated signed and sealed letter of local approval must be submitted to my office.

### ***H.4450 An Act authorizing the town of Brookline to hold hybrid town meetings.*<sup>21</sup>**

Upon receiving the signed and sealed letter of local approval on January 20, 2022, I filed this home rule petition. It was assigned to the Joint Committee on Election Laws where it had a hearing on March 10, 2022. After the hearing the bill was reported favorably and referred to the House Committee on Steering, Policy and Scheduling where it was placed in the House Orders of the Day. No further action was taken. If the Town wishes to refile this home rule petition, an updated signed and sealed letter of local approval must be submitted to my office.

### ***S.3146 An Act amending section 5 of chapter 270 of the Acts of 1985, as amended, to authorize delegation by general by-law of all select board licensing authority.*<sup>22</sup>**

Upon receiving the signed and sealed letter of local approval on January 20, 2022, Senator Creem filed this home rule petition, and it was assigned to the Joint Committee on Municipalities and Regional Government where it had a hearing on April 29, 2022. After the hearing the bill was reported favorably and placed in the Senate Orders of the Day. After being read second and ordered to a third reading, the bill was read third on December 1, 2022, a new draft was substituted, and the bill was passed to be engrossed. S.3146 was then referred to the House Committee on Steering, Policy and Scheduling which placed it in the Orders of the Day. The bill was read second and ordered to a third reading on December 12, 2022. No further action was taken. If the Town wishes to refile this home rule petition, an updated signed and sealed letter of local approval must be submitted to Senator Creem's office.

### ***S.3145 An Act exempting the town of Brookline from in-person quorums.*<sup>23</sup>**

Upon receiving the signed and sealed letter of local approval on January 20, 2022, Senator Creem filed this home rule petition, and it was assigned to the Joint Committee on Municipalities and Regional Government where it had a hearing on March 14, 2022. After the reporting date was extended, the bill was reported favorably and placed in the Senate Orders of the Day. After being read second and ordered to a third reading, the bill was read third on December 1, 2022, a new draft was substituted, and the bill was passed to be engrossed. S.3146 was then referred to the House Committee on Steering, Policy and Scheduling which placed it in the Orders of the Day. The bill was read second and ordered to a third reading on December 8, 2022. No further action was taken. If the Town wishes to refile this home rule petition, an updated signed and sealed letter of local approval must be submitted to Senator Creem's office.

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<sup>20</sup> Warrant Article 29 passed Brookline's Town Meeting by a vote of 145-83-9 2022 ATM Night 6, June 7, 2022.

<sup>21</sup> Warrant Article 10 passed Brookline's Town Meeting by a vote of 223-10-6 2021 STM Night 4, November 30, 2021.

<sup>22</sup> Warrant Article 4 passed Brookline's Town Meeting by a vote of 202-9-6 2021 STM Night 2, November 17, 2021.

<sup>23</sup> Warrant Article 1 passed Brookline's Town Meeting by a vote of 220-4-4 2021 STM Night 2, November 17, 2021.

## 7.A.

### ***S.2529 An Act authorizing the expenditure of \$500,000 from town of Brookline Marijuana Mitigation Stabilization Fund for purpose of advancing racial equity in the town of Brookline.*<sup>24</sup>**

Upon receiving the signed and sealed letter of local approval on July 30, 2021, Senator Creem filed this home rule petition, and it was assigned to the Joint Committee on Municipalities and Regional Government where it had a hearing on October 19, 2021. The bill was reported favorably from the Committee and placed in the Senate Orders of the Day. On December 1, 2022, the bill was read third and passed to be engrossed. The bill was referred to the House Committee on Steering, Policy and Scheduling. The Committee placed the bill in the House Orders of the Day and on December 8, 2022, the bill was read second and ordered to a third reading. No further action was taken.

In August, the Governor Signed into law S.3096 *An Act relative to equity in the cannabis industry*. The bill includes language regarding Host Community Marijuana Mitigation Fees. As written, the law allows Brookline, and other host communities, to gain explicit guidance from the Cannabis Control Commission regarding the expenditure of mitigation fees.<sup>25</sup>

The issue of marijuana mitigation fees continues to be debated in the Massachusetts courts. Over the summer, the Supreme Judicial Court upheld a municipality's ability to require retail cannabis businesses to reach a Host Community Agreement prior to opening in *Mederi, Inc v. City of Salem*.<sup>26</sup> However, the ability of a municipality to impose a mitigation fee or community impact fee continues to be tested in court with the Essex Superior Court in Salem expected to hear *HVV MASSACHUSETTS, INC., v. Sefatia Romeo THEKEN, Mayor and City of Gloucester*<sup>27</sup> in the coming months. If the Town wishes to refile this home rule petition, an updated signed and sealed letter of local approval must be submitted to Senator Creem's office.

### **Expired Home Rule Petitions**

Joint Rule 7C adopted by the Massachusetts General Court states that home rule petitions may be filed during the biennial session in which they pass Town Meeting and in the following biennial session before requiring an additional vote of local approval.<sup>28</sup>

The following home rule petitions have expired under Joint Rule 7C. If the Town wishes to pursue these policies, it must be again approved by Town Meeting.

### ***H.4567 An Act authorizing the town of Brookline to impose a real estate transfer fee.*<sup>29</sup>**

Because I filed this legislation at the beginning of the 192<sup>nd</sup> session, before receiving the updated signed and sealed local approval letter on March 3, 2022, H.4567 was initially assigned to the House Rules Committee. After I received the updated letter and met with the Chair of the House Rules Committee, H.4567 was released to the Joint Committee on Revenue where it had a hearing on April 15, 2022. The bill was reported favorably and assigned to the House Committee on Steering, Policy and Scheduling. The Committee placed it in the Orders of the Day. No further action was taken. If the Town wishes to pursue this home rule petition, it must be again approved by Town Meeting.<sup>30</sup>

### ***S.2530 An Act authorizing citizens in the town of Brookline who have reached the age of sixteen years or older to register and vote in municipal election with the town.*<sup>31</sup>**

After receiving an updated signed and sealed letter of local approval, Senator Creem filed this legislation. S.2530 was assigned to the Joint Committee on Election Laws where it had a hearing on October 20, 2021. After the hearing, the bill

---

<sup>24</sup> Warrant Article 28 passed Brookline's Town Meeting by a vote of 207-7-8. (Zoom) Electronic Voting Night 6, June 2, 2021.

<sup>25</sup> Massachusetts Session Law Acts of 2022, ch. 180 §10

<sup>26</sup> 488 Mass. 60 Supreme Judicial Court of Massachusetts, Essex, No. SJC-13010.

<sup>27</sup> Case No. 2177CV01154.

<sup>28</sup> Joint Rule 7C

<sup>29</sup> Warrant Article 9 passed Brookline's Town Meeting by a vote of 139-44-17. Electronic Voting Night 4, December 5, 2019.

<sup>30</sup> Joint Rule 7C

<sup>31</sup> Warrant Article 1 passed Brookline's Town Meeting in November of 2019.

## 7.A.

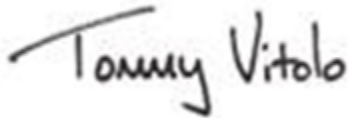
was sent to study on February 24, 2022. If the Town wishes to pursue this home rule petition, it must pass Town Meeting again.<sup>32</sup>

***An Act authorizing the town of Brookline to offer a senior discount program for water and sewer rates.***<sup>33</sup>

My office never received a signed and sealed copy of the local approval letter<sup>34</sup> and was therefore unable to file this legislation. If the Town wishes to pursue this home rule petition, it must pass Town Meeting again.<sup>35</sup>

If you have any questions or concerns, please don't hesitate to contact me.

Respectfully,



Tommy Vitolo  
State Representative  
15<sup>th</sup> Norfolk District, Brookline

CC: Senator Cynthia Creem

Representative Ruth Balser

Representative Kevin Honan

Representative Ed Copping

Devon Fields

Representative Michael Moran

Nika Elugardo

---

<sup>32</sup> Joint Rule 7C

<sup>33</sup> Warrant Article 8 passed Brookline's Town Meeting in November of 2019.

<sup>34</sup> Staff, Emma to Fields, Devon cc Kaufman, Ben. Re: Brookline Home Rule Petition Update 2/24/2022. March 21, 2022.

<sup>35</sup> Joint Rule 7C

# 7.A.

## Appendix

TM	WA	Subject	Receipt of Local Letter	Filer	Bill No.	Committee(s)	Outcome	Select Board's Potential Next Step
May 2021	27	Relative to bidding requirements for a certain affordable housing project	8/9/2021	Vitolo	H.4083	Housing	Passed into law	N/A
Nov 2020	13	Establish a means tested senior property tax exemption	2/26/2021	Creem	S.2803	Revenue	Passed into law as amended	Implement law at local level
Nov 2020	39	Adopt and enforce local regulations restricting new fossil fuel infrastructure	2/26/2021	Creem	S.2473	Telecommunication, Utilities, and Energy	Passed into general law	Draft and enact local bylaw pursuant to the MA Acts 2022, ch. 179, § 84
May 2021	31	Revoke special speed regulations	8/9/2021	Vitolo	H.4085	Transportation	Passed into general law as amended	Apply to MassDOT; support HD2908
Nov 2022	21	Authorize a betterment loan program for the funding of electrification initiatives	1/25/2023	N/A	N/A	N/A	N/A	Prepare testimony for eventual hearing
Nov 2022	23	Authorize amendments to Brookline's Community Choice Aggregation Plan	1/25/2023	N/A	N/A	N/A	N/A	Prepare testimony for eventual hearing
Nov 2022	25	Authorize green zoning bylaws and regulations	1/25/2023	N/A	N/A	N/A	N/A	Prepare testimony for eventual hearing
May 2022	29	Establish local voting rights for permanent legal residents	6/22/2022	Vitolo	H.5008	Election Laws	No Further Action Taken	Submit updated local approval letter
Nov 2021	10	Authorize Hybrid town meetings	11/20/2022	Vitolo	H.4450	Election Laws	No Further Action Taken	Submit updated local approval letter
Nov 2021	4	Delegate select board licensing authority	1/20/2022	Creem	S.3146	Municipalities and Regional Government	No Further Action Taken	Submit updated local approval letter
Nov 2021	11	Exempt the town from in-person quorums	1/20/2022	Creem	S.3145	Municipalities and Regional Government	No Further Action Taken	Submit updated local approval letter

## 7.A.

<b>May 2021</b>	28	Authorize expenditure from Marijuana Mitigation Stabilization Fund for racial equity	7/30/2021	Creem	S.2529	Municipalities and Regional Government	No Further Action Taken	Submit updated local approval letter
<b>Nov 2019</b>	9	Impose a real estate transfer fee	3/3/2022	Vitolo	H.4567	Rules; Revenue	No Further Action Taken	Pursue Town Meeting approval
<b>Nov 2019</b>	1	Authorize citizens sixteen years or older to register and vote in local elections	7/30/2021	Creem	S.2530	Election Laws	Sent to Study	Pursue Town Meeting approval
<b>Nov 2019</b>	8	Authorize a senior discount program for water and sewer rates	7/30/2021	Vitolo	N/A	N/A	N/A	Pursue Town Meeting approval

## **Change of D/B/A**

Applicant: Bright Life View, LLC  
DBA: Sapporo Ramen  
Location: 1298 Beacon Street  
Application Details: Change of D/B/A

### **Application Details:**

Question of approving the application for a change in D/B/A at 1298 Beacon Street

From  
Bright Life View, LLC. d/b/a Migaku

To  
Bright Life View, LLC. d/b/a Sapporo Ramen.

### **Reports (Attached):**

Police Department (Approved)

OFFICE OF THE SELECT BOARD

M E M O R A N D U M

TO: Jennifer Paster, Acting Chief of Police

FROM: Charles Carey, Town Administrator

RE: **Change of D/B/A**

DATE: February 9, 2023

---

May we please have a report on the attached application:

Request to approve the application for a change in D/B/A at 1298 Beacon Street:

From: Bright Life View, LLC. d/b/a Migaku

To: Bright Life View, LLC. d/b/a Sapporo Ramen.

This application is scheduled to before the Board on **March 21, 2023**. Please I please have your report no later than **March 14, 2023**.

Thank you.

## Checklist for Change of D/B/A



- ☒ **Change of Corporate Name/DBA Application**
  - ☒ **Vote of Entity**
  - ☒ **Business Structure Documents**
    - If Sole Proprietor, **Business Certificate**
    - If Partnership, **Partnership Agreement**
    - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
  - ☒ **DOR Certificate of Good Standing** This must be obtained by the seller, not the buyer. (Req. for Change of Corporate name)
  - ☒ **DUA Certificate of Compliance** This must be obtained by the seller, not the buyer. (Req. for Change of Corporate name)
  - ☒ **Business Certificate** (Town Clerks Office) – Required by ABCC
- 
- ☐ **Report from Brookline Police Chief**



**BROOKLINE POLICE DEPARTMENT**  
*Brookline, Massachusetts*

JENNIFER PASTER  
ACTING CHIEF OF POLICE

TO: Chief Jennifer Paster

FROM: Lt. John J. Canney

DATE: 2/16/2023

RE: Name Change for Bright Life View, LLC. d/b/a Migaku to Bright Life View, LLC. d/b/a Sapporo Ramen.

---

Chief,

Bright Life View LLC d/b/a Migaku located at 1298 Beacon is requesting to change the d/b/a Sapporo Ramen. There are no other changes being requested.

Currently, I see no reason to oppose this application.

Respectfully submitted,  
Lt. John J. Canney



20 FEB 9 10:46



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

**APPLICATION FOR CHANGE IN D/B/A**  
**COMMON VICTUALLER LICENSES**

DATE: 02/05/2023

LOCATION: 238 Washington Street

APPLICANT: Bright Life View LLC  
INDIVIDUAL/PARTNERSHIP/CORPORATION

PRESENT D/B/A: Migaku

PROPOSED D/B/A: Sapporo Ramen

(NOTE: CHANGE OF D/B/A FOR LIQUOR LICENSEES REQUIRES SUBMISSION OF APPLICATION FOR CHANGE IN D/B/A ON LIQUOR LICENSE IN ADDITION TO THIS APPLICATION FOR CHANGE OF D/B/A ON CV LICENSE.)

APPLICANT SIGNATURE Taij Min TITLE: Co-owner PHONE: [REDACTED]  
EMAIL ADDRESS migakubrookline@gmail.com

VOTE OF CORPORATIONDATE: 02/05/2023AT A MEETING OF THE BOARD OF DIRECTORS OF Bright Life View LLCHELD AT: 238 Washington Street, Brookline MA ON: 02/05/2023IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE  
TOWN OF BROOKLINE FOR ACommon Victualler License

(TYPE OF LICENSE)

FOR THE YEAR 2023 TO BE EXERCISED ON THE PREMISES LOCATED AT  
238 Washington Street, Brookline, MA 02445VOTED: TO AUTHORIZE Taiji Mineo TO  
SIGNTHE APPLICATION FOR THE LICENSES IN THE NAME OF Bright Life View LLCAND TO EXECUTE ON ITS  
BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE  
GRANTING OF THE LICENSE.THIS CORPORATION HAS NOT BEEN RESOLVED.

A TRUE COPY

ATTEST:

Usanee Chaovatana

CLERK



**STATE TAX VERIFICATION FORM**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

Taj M. Minn  
**\*Signature of Individual**

\_\_\_\_\_  
**By: Corporate Officer**

[REDACTED]  
**\*\* Social Security #**

**Voluntary or Federal ID #**

**\*This license will not be issued unless this certification clause is signed by the applicant.**

**\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.**



8.A.  
The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM

**APPLICATION FOR AMENDMENT-Change of Business Entity Information**

**DO NOT MAKE PAYMENT OR COMPLETE THIS FORM FOR CHANGE OF DBA AMENDMENT**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL  
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: **ABCC PAYMENT WEBSITE**

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE  
PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICA-21-0409

ENTITY/ LICENSEE NAME

Bright Life View LLC

ADDRESS

238 Washington Street

CITY/TOWN

Brookline

STATE

MA

ZIP CODE

02151

For the following transactions (Check all that apply):

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> New License                                   | <input type="checkbox"/> Change of Location   | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)         | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License                           | <input type="checkbox"/> Alteration of Licensed Premises  | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)  | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input type="checkbox"/> Change of Manager                             | <input type="checkbox"/> Change Corporate Name  | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Change of Hours                              |
|  | <input type="checkbox"/> Other  |   | <input checked="" type="checkbox"/> Change of DBA                     |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS  
TRANSMITTAL FORM ALONG WITH  
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358



8.A.  
**The Commonwealth of Massachusetts**  
**Alcoholic Beverages Control Commission**  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR AMENDMENT-Change of Business Entity Information**

☐ **Change of Corporate Name**

☒ **Change of DBA**

- Payment Receipt (Req. for Chg of Corp Name only)
- Monetary Transmittal Form
- DOR Certificate of Good Standing (Req. for Chg of Corp Name only)
- DUA Certificate of Compliance (Req. for Chg of Corp Name only)
- Change of Corporate Name/DBA Application
- Vote of the Entity
- Business Structure Documents
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☐ **Change of Corporate Structure**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Corporate Structure Application
- Vote of the Entity
- Business Structure Documents
  - If Sole Proprietor, **Business Certificate**
  - If partnership, **Partnership Agreement**
  - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

**1. BUSINESS ENTITY INFORMATION**

Entity Name

Bright Life View LLC

Municipality

Brookline

ABCC License Number

LICA-21-0409

Please provide a narrative overview of the transaction(s) being applied for.

Planning to change restaurant name.

**APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

Name

Title

Email

Phone

Taiji Mineo

Manager/Co-owner

migakubrookline@gmail.com

617-759-4654

**2. CHANGES TO BUSINESS ENTITY INFORMATION**

**2a. Change of Corporate Name**

Last-Approved Corporate Name:

Requested New Corporate Name:

**2b. Change of DBA**

Last-Approved DBA:

Requested New DBA:

**2c. Change of Corporate Structure**

LLC, Corporation, Sole Proprietor, etc

Last-Approved Corporate Structure

Requested New Corporate Structure

Signature:

*Taiji Mineo*

Date:

02/05/2023

Title:

Manager/Co-owner

8.A.  
**APPLICANT'S STATEMENT**

I, Taiji Mineo the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager  
Authorized Signatory  
of Bright Life View LLC  
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Taiji Mineo

Date:

02/05/2023

Title:

Manager/Co-owner

8.A.

**ENTITY VOTE**

The Board of Directors or LLC Managers of

Bright Life View LLC

Entity Name

duly voted to apply to the Licensing Authority of

Brookline

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

02/05/2023

Date of Meeting

For the following transactions (Check all that apply):

- ☐ Change Corporate Name
- ☐ Change Corporate Structure (i.e. Corp / LLC)
- ☒ Change of DBA
- ☐ Other

"VOTED: To authorize

Taiji Mineo

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

A true copy attest,

For Corporations ONLY

A true copy attest,

Taiji Mineo  
Corporate Officer / LLC Manager Signature

\_\_\_\_\_  
Corporation Clerk's Signature

TAIJI MINEO  
(Print Name)

\_\_\_\_\_  
(Print Name)



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division  
 One Ashburton Place, 17th floor  
 Boston, MA 02108-1512  
 Telephone: (617) 727-9640

**Annual Report**

(General Laws, Chapter )

Identification Number: [REDACTED]

Annual Report Filing Year: 2022

1.a. Exact name of the limited liability company: BRIGHT LIFE VIEW LLC

1.b. The exact name of the limited liability company as amended, is: BRIGHT LIFE VIEW LLC

**2a. Location of its principal office:**

No. and Street: 595 REVERE BEACH PKWY

# 57

City or Town: REVERE State: MA Zip: 02151 Country: USA

**2b. Street address of the office in the Commonwealth at which the records will be maintained:**

No. and Street: 595 REVERE BEACH PKWY

# 57

City or Town: REVERE State: MA Zip: 02151 Country: USA

**3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:**

JAPANESE RESTAURANT.

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: LEGALINC CORPORATE SERVICES INC.

No. and Street: 1900 WEST PARK DRIVE

SUITE 280B

City or Town: WESTBOROUGH State: MA Zip: 01581 Country: USA

**6. The name and business address of each manager, if any:**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	TAJI MINEO	595 REVERE BEACH PKWY #57 REVERE, MA 02151 USA

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	TAIJI MINEO	595 REVERE BEACH PKWY, # 57 REVERE, MA 02151 USA
SOC SIGNATORY	MANABU ITO	606 MAIN ST., # 2 MALDEN, MA 02148 USA

**8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MANABU ITO	606 MAIN ST., # 2 MALDEN, MA 02148 USA
REAL PROPERTY	TAIJI MINEO	595 REVERE BEACH PKWY, # 57 REVERE, MA 02151 USA

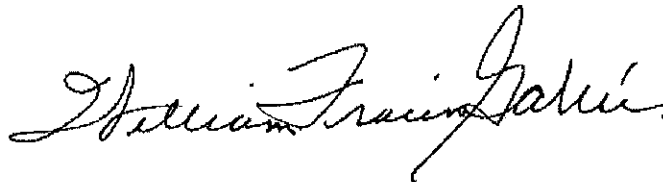
**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 6 Day of May, 2022,  
TAIJI MINEO , Signature of Authorized Signatory.**

## THE COMMONWEALTH OF MASSACHUSETTS

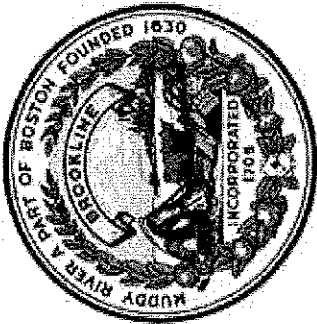
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

May 06, 2022 06:52 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized initial "W".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



COMMONWEALTH OF MASSACHUSETTS

Town of Brookline

Bright Life View LLC DBA Sapporo Ramen

NAME

238 WASHINGTON STREET

ADDRESS

IS HEREBY GRANTED A BUSINESS CERTIFICATE

In conformity with the provisions of Chapter One Hundred and Ten, Section Five  
of the General Laws, as amended.

This Business Certificate expires on Wednesday, March 31, 2027  
unless sooner suspended or revoked.

Owner(s): **Taiji Mineo**

-----  
Town Clerk

NUMBER  
DBA-2023-000018

FEE  
\$150.00

Book: 71 Page: 20

**New All Alcohol / New CV / New Ent / Alt Manager**

Applicant: Boston Vlachoi LLC.  
DBA: Bar Vlaha  
Location: 1653 Beacon Street, Brookline, MA 02445

**Application Details:**

Question of approving the application for a new All Alcohol License for Boston Vlachoi LLC. d/b/a Bar Vlaha at 1653 Beacon Street Brookline, MA. Proposed manager will be Demetri Tsolakis. Proposed Operating Hours Monday - Sunday 10:00am – 11:00pm and proposed Alcoholic are Monday - Sunday 10:00am – 1:00am (last call midnight).

Question of approving the application of a Common Victualler License for Boston Vlachoi LLC. d/b/a Bar Vlaha at 1653 Beacon Street. Operating Hours of operation will be Proposed Operating Hours Monday - Sunday 10:00am – 11:00pm and proposed Alcoholic are Monday - Sunday 10:00am – 1:00am (last call midnight). The proposed seating is 78 interior seats 20 private patio seats.

Question of approving the application of an Alternate Manager, Natasha Breshinsky, for Boston Vlachoi LLC. d/b/a Bar Vlaha at 1653 Beacon Street.

Question of approving the application an Entertainment License for Boston Vlachoi LLC. d/b/a Bar Vlaha at 1653 Beacon Street. Entertainment consists of Recorded music and instrumental Greek music (only for special events) Monday - Friday 4:00pm – 10:00pm, Saturday - Sunday 10:00am – 11:00pm.

**Reports (Attached):**

Health Department (Approved)  
Building Department (Pending)  
Police Department (Approved)  
Fire Department (Approved)

## M E M O R A N D U M

TO: Sigalle Reiss, Acting Commissioner of Public Health & Human Services  
Daniel Bennett, Building Commissioner  
Jennifer Paster, Acting Chief of Police  
John Sullivan, Chief of Fire

FROM: Charles Carey, Town Administrator

RE: New License / Common Victualler / Alternate Manager / Entertainment

DATE: January 23, 2023

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May we please have reports on the attached application:

Applicant: Boston Vlchoi LLC.  
DBA: Bar Vlaha  
License Type: All Alcohol License  
Location: 1653 Beacon Street, Brookline, MA 02445

**Application Details:**

Request of approving the application for a new All Alcohol License for Boston Vlchoi LLC. d/b/a Bar Vlaha at 1653 Beacon Street Brookline, MA. Proposed manager will be Demetri Tsolakis. Proposed Operating Hours Monday - Sunday 10:00am – 11:00pm and proposed Alcoholic are Monday - Sunday 10:00am – 1:00am (last call midnight).

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This application is scheduled to go before the Board on **February 21, 2023**. May we please have the reports no later than **February 14, 2023**.

Thank you.

## Checklist for Alcohol License



- ☒ Filing Fee receipt paid to the Alcoholic Beverages Control Commission
  - ☒ Monetary Transmittal Form
  - ☒ Business Certificate (Town Clerk's Office)
  - ☒ New Retail Application
  - ☒ Business Structure Documents
    - If Sole Proprietor, **Business Certificate**
    - If Partnership, **Partnership Agreement**
    - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
  - ☒ **CORI Authorization Form** for proposed manager of record and ANY individuals with direct or indirect beneficial or financial interest in the proposed license
  - ☒ Manager Application
  - ☒ Proof of Citizenship for proposed manager of record
  - ☒ Vote of Corporate Board
  - ☒ Supporting Financial Records
  - ☒ Legal Right to Occupy, a lease or deed
  - ☒ Floor Plans
  - ☒ Check for 5% of license filing fee (**New Applications**)
  - ☐ General and Liquor Liability Insurance Certificate (required prior to opening)
  - ☐ Workers' Compensation Insurance Affidavit (required prior to opening)
  - ☒ Common Victualler or Package Store Application
  - ☒ Entertainment Application (if applicable)
  - ☒ Alternate Manager Application (if applicable)
  - ☒ Outdoor Seating Application (if applicable)
- 
- ☐ Abutter Notification (**Must be sent by CERTIFIED MAIL**)
  - ☐ Copy of Legal Ad
  - ☒ Report from Brookline Police
  - ☐ Report from Building
  - ☒ Report from Fire
  - ☒ Report from Health



**BROOKLINE FIRE DEPARTMENT**  
*Town of Brookline Massachusetts*

**FIRE DEPARTMENT**

John F. Sullivan  
Chief of Department

350 Washington Street  
PO Box 470557  
Brookline MA 02447-0557  
Tel: 617-730-2272  
Fax: 617-730-2391  
[www.brooklinema.gov](http://www.brooklinema.gov)

**BROOKLINE FIRE DEPARTMENT**  
**M E M O R A N D U M**

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**Date:** February 15, 2023

**To:** Charles Carey, Town Administrator  
Town of Brookline

**From:** Todd Cantor, Deputy Chief  
Fire Prevention Division

**Re:** **Boston Vlachoi LLC d/b/a Bar Vlaha License Applications**

The Fire Department has no objection to the applications by Boston Vlachoi LLC d/b/a Bar Vlaha to hold licenses for an All Alcohol License, Common Victualler License, and an Entertainment License. The Department also approves of the application of Alternate Manager for Natasha Breshinsky.



JENNIFER PASTER  
ACTING CHIEF OF POLICE

## BROOKLINE POLICE DEPARTMENT

*Brookline, Massachusetts*

TO: Chief Jennifer Paster

FROM: Lt. John J. Canney

DATE: 2/7/2023

RE: Boston Vlacho LLC, d/b/a Bar Vlaha New All Alcohol License/ New Proposed Manager/  
New CV License/ Entertainment License and New Alternate Manager

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Chief,

On behalf of Boston Vlacho LLC, dba Bar Vlaha, Attorney Patricia Lang-Farnsworth has filed an application for a new all kinds liquor license for a restaurant located at 1653 Beacon St. Brookline.

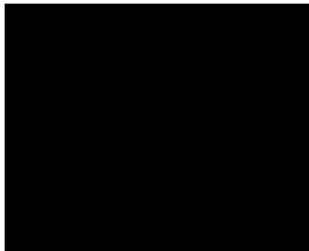
As part of the application, there is a request for a new Common Victualler License, a new Entertainment License, a new Manager of Record and a new Alternate Manager of Record.

The restaurant, if approved will be open Monday thru Sunday from 10 am to 11 pm and alcohol service from 10 am to 1 am, with a "last call" of midnight.

The entertainment license request is for recorded music Monday thru Friday 4 pm to 10 pm and instrumental Greek music on Saturday and Sunday from 10 am to 11 pm.

Boston Vlacho is 100 % owned by Demetri Tsoiakakis. Proposed new manager is also Mr. Tsoiakakis:

Demetri Tsoiakakis

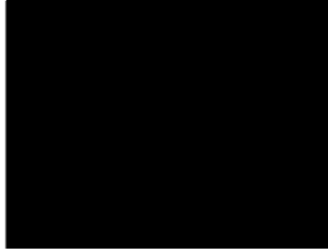


## 10.A.

Mr. Tsolakis is a US citizen over the age of 21 and has a financial interest in two other alcohol licenses in Boston.

Natasha Breshinsky is the proposed alternate manager.

Natasha Breshinsky



Ms. Breshinsky is a US citizen over 21 years of age. She has provided 3 letters of reference for good character.

I have emailed Mr. Tsolakis a copy of the town's liquor regulations. We will meet at a later date to discuss what was expected during an administrative inspection for a restaurant and bar.

If information is received that would disqualify any of the applicants, a supplemental report will be submitted. Queries were conducted of other law enforcement databases, and they did not reveal any disqualifying information on any of the candidates.

According to the application, interior renovations have been done to the premises. A copy of the commercial lease and a copy of the MA Beneficial Interest Disclosure Exemption Request form has been submitted and appear in order.

Currently, I see no reason to oppose this application.

Respectfully submitted,  
Lt. John J. Canney





**TOWN OF BROOKLINE  
DEPARTMENT OF PUBLIC HEALTH**

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*11 Pierce Street, Brookline, Massachusetts, 02445  
Telephone: (617) 730-2300 Facsimile: (617) 730-2296  
Website: [www.brooklinema.gov](http://www.brooklinema.gov)*

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Our vision is an inclusive community that is healthy, safe, connected & equitable for all

*Patrick J. Maloney, MPAH, CHO, RS  
Acting Health Commissioner of Public  
Health & Human Services*

**BROOKLINE DEPARTMENT OF PUBLIC HEALTH  
M E M O R A N D U M**

To: *Charles Carey, Town Administrator*  
For the Select Board

From: Sigalle Reiss  
Commissioner of Public Health & Human Services

Date: January 26, 2023

Re: Boston Vlachoi LLC.  
Applicant: Bar Vlaho  
1653 Beacon Street, Brookline, MA 02445  
All Alcohol License

---

Please be advised that the Brookline Department of Public Health (BDPH) has reviewed the application and plans for the above-noted establishment. The BDPH has no objections to the issuance of an All Alcoholic License. This recommendation is under the following conditions:

- All floor plans, applications and fees are submitted to BDPH as required.
- Any now/future renovation must comply with Fire, Health, and the Building requirements.
- The establishment must receive a pre-operational inspection before the license is released.
- The operator must maintain Alcohol Server Certifications.
- The establishment must comply with the Town By-Laws on the use of polystyrene packaging and plastic bags (where applicable)

## 10.A.

- The operator must provide and maintain an adequate Trash/recycling management plan.
- The operator must provide and maintain a licensed pest control contractor.



LAWSON & WEITZEN

Direct Dial: 617-603-3732  
E-Mail: TFarnsworth@Lawson-Weitzen.Com

December 23, 2022

Tiffany Souza, Licensing Specialist  
Brookline Select Board  
333 Washington Street  
Brookline, MA 02445

Re: *Application for New All Alcohol License  
Boston Vlachoi, LLC dba Bar Vlaho  
1653 Beacon Street, Brookline*

Dear Tiffany:

Please accept this application for a new all alcohol license and enclosed are the following:

1. Monetary Transmittal Form;
2. Payment receipt for \$200 to ABCC;
3. Application for a New License;
4. Applicant's Statement;
5. Corporate Vote (ABCC form);
6. Vote (Brookline form)
7. ABCC CORI for Demetri Tsolakis;
8. Town CORI Acknowledgement
9. Proof of Citizenship for Demetri Tsolakis;
10. Floor Plan;
11. Certificate of Organization for Boston Vlachoi, LLC;
12. Lease;
13. State tax verification form; AND
14. Bank Statements.

Please let me know when this application can be heard at public hearing.

10.A.



Should you have any questions, or require any additional information, please do not hesitate to contact me.

Thank you.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Patricia Lang Farnsworth'.

Patricia Lang Farnsworth

Encl.



LAWSON & WEITZEN

Direct Dial: 617-603-3732  
E-Mail: TFarnsworth@Lawson-Weitzen.Com

December 15, 2022

Tiffany Souza, Licensing Specialist  
Brookline Select Board  
333 Washington Street  
Brookline, MA 02445

Re: *Application for New All Alcohol License  
Boston Vlachoi, LLC dba Bar Vlaho  
1653 Beacon Street, Brookline*

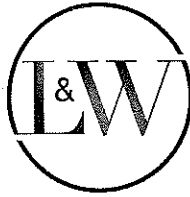
Dear Tiffany:

Please accept this application for a new all alcohol license and enclosed are the following:

1. Monetary Transmittal Form;
2. Payment receipt for \$200 to ABCC;
3. Application for a New License;
4. Applicant's Statement;
5. Corporate Vote (ABCC form);
6. Vote (Brookline form)
7. ABCC CORI for Demetri Tsolakis;
8. Town CORI Acknowledgement
9. Proof of Citizenship for Demetri Tsolakis;
10. Floor Plan;
11. Certificate of Organization for Boston Vlachoi, LLC;
12. Lease;
13. State tax verification form; AND
14. Bank Statements.

Please let me know when this application can be heard at public hearing.

10.A.



Should you have any questions, or require any additional information, please do not hesitate to contact me.

Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Patricia Lang Farnsworth'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Patricia Lang Farnsworth

Encl,

## Payment Confirmation

### YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: b0aa4cf5-6f3d-4b89-8ae0-3c669284bf40

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Boston Vlacho LLC	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: \$4.70

Date Paid: 12/15/2022 2:00:29 PM EDT

Total Amount Paid: \$204.70

#### Payment On Behalf Of

**License Number or Business Name:**  
Boston Vlacho, LLC

**Fee Type:**  
FILING FEES-RETAIL

#### Billing Information

**First Name:**  
Mary

**Last Name:**  
Sweeney

**Address:**  
88 black falcon avenue suite 345

**City:**  
boston

**State:**  
MA

**Zip Code:**  
02210

**Email Address:**  
tfarnsworth@lawson-weitzen.com



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM**

**APPLICATION FOR A NEW LICENSE**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL  
 LICENSING AUTHORITY.

**ECRT CODE: RETA**

Please make \$200.00 payment here: **ABCC PAYMENT WEBSITE**

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE  
 PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME **Boston Vlachoi LLC**

ADDRESS **1653 Beacon Street**

CITY/TOWN **Brookline**

STATE **MA**

ZIP CODE **02445**

For the following transactions (Check all that apply):

- |  |   |   |   |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License                        | <input type="checkbox"/> Change of Location   | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)         | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License                           | <input type="checkbox"/> Alteration of Licensed Premises  | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)  | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input type="checkbox"/> Change of Manager                             | <input type="checkbox"/> Change Corporate Name  | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Change of Hours                              |
|  | <input type="checkbox"/> Other <input type="text"/>   | <input type="checkbox"/> Change of DBA                                    |   |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS  
 APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL:

**Alcoholic Beverages Control Commission**  
**95 Fourth Street, Suite 3**  
**Chelsea, MA 02150-2358**



*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
 www.mass.gov/abcc

**APPLICATION FOR A NEW LICENSE**

Municipality

**1. LICENSE CLASSIFICATION INFORMATION**

**ON/OFF-PREMISES**

**TYPE**

**CATEGORY**

**CLASS**

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

New all alcohol license for new Greek concept restaurant (into the space that one was Jimmy's Bar & Oven and before that, B & D Deli). Restaurant dba Bar Vlaha will honor the nomadic dishes and hospitality that originated from Central Greece, specifically the remote areas of Epirus, Metsovo and the Pindus mountains.

Is this license application pursuant to special legislation? ☐ Yes ☒ No

Chapter

Acts of

**2. BUSINESS ENTITY INFORMATION**

The entity that will be issued the license and have operational control of the premises.

Entity Name

FEIN

DBA

Manager of Record

Street Address

Phone

Email

Alternative Phone

Website

**3. DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

+/- total 3700 SF consisting of main first floor dining, bar with seats for 10, private dining room, open kitchen, 2 restrooms, and lower level basement with storage, prep kitchen, 1 restroom and outdoor seasonal patio in front with seating for 20

Total Square Footage:

Number of Entrances:

Seating Capacity:

Number of Floors

Number of Exits:

Occupancy Number:

**4. APPLICATION CONTACT**

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:

Phone:

Title:

Email:

## APPLICATION FOR A NEW LICENSE

**5. CORPORATE STRUCTURE**

Entity Legal Structure	LLC	Date of Incorporation	1/13/2022
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

**6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST**

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:  
**On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers** - At least 50% must be US citizens;  
**Off Premises (Liquor Store) Directors or LLC Managers** - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
<b>Demetri Tsolakis</b>	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
LLC manager and member	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident			<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

**CRIMINAL HISTORY**

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

## APPLICATION FOR A NEW LICENSE

**6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Demetri Tsolakis	Section 12 all alcohol	Mitsos LLC dba Krasi/Hecate	Boston
	Section 12 wine malt	OPA Seaport dba Greco	Boston

**6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

**6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

**7. OCCUPANCY OF PREMISES**

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name ALT Properties Company LLC

Landlord Phone

Landlord Email franktaw@hotmail.com

Landlord Address P.O. Box 1027 Brookline MA 02446

Lease Beginning Date 2/28/2022

Rent per Month \$6916.67

Lease Ending Date 2/28/2037

Rent per Year \$83,000

Will the Landlord receive revenue based on percentage of alcohol sales?

☒ Yes ☐ No

3

## APPLICATION FOR A NEW LICENSE

**8. FINANCIAL DISCLOSURE**

A. Purchase Price for Real Estate	NA
B. Purchase Price for Business Assets	200,000
C. Other * (Please specify below)	\$100,000
D. Total Cost	300,000

\*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

**SOURCE OF CASH CONTRIBUTION**

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Demetri Tsolakis/Boston Vlacho LLC	\$300,000
Total:	\$300,000

**SOURCE OF FINANCING**

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
NA			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

**FINANCIAL INFORMATION**

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

Demetri Tsolakis formed Boston Vlacho LLC to open a new restaurant. Minor renovations to space plus addition of kitchen, equipment and finishes.

**9. PLEDGE INFORMATION**

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

**10. MANAGER APPLICATION****A. MANAGER INFORMATION**

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Demetri TsolakisDate of Birth [REDACTED]SSN [REDACTED]Residential Address [REDACTED]Email dtsolakis@hotmail.comPhone [REDACTED]

Please indicate how many hours per week you intend to be on the licensed premises

35-40**B. CITIZENSHIP/BACKGROUND INFORMATION**

Are you a U.S. Citizen?\*

☒ Yes ☐ No \*Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

**C. EMPLOYMENT INFORMATION**

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
2018	present	owner/ operator	Mitsos LLC	
2017	present	owner/ operator	GreCo	
6/2015	present	director operations	Committee	

**D. PRIOR DISCIPLINARY ACTION**

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature [Signature]Date 12/14/22

**11. MANAGEMENT AGREEMENT**

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☒ No

If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

**IMPORTANT NOTE:** A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

**11A. MANAGEMENT ENTITY**

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

**CRIMINAL HISTORY**

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

☐ Yes ☐ No

If yes, attach an affidavit providing the details of any and all convictions.

**11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES****LICENSE**

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

**11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

**11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

**11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

**11F. TERMS OF AGREEMENT**

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

**ABCC Licensee Officer/LLC Manager**

Signature:

Title:

Date:

**Management Agreement Entity Officer/LLC Manager**

Signature:

Title:

Date:

10.A.

**ADDITIONAL INFORMATION**

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

**ADDENDUM A****6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)**

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Percentage of Ownership in Entity being Licensed  
(Write "NA" if this is the entity being licensed)

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No
**CRIMINAL HISTORY**

Has any individual identified above ever been convicted of a State, Federal or Military Crime?  
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

APPLICANT'S STATEMENT

I, Demetri Tsolakis the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager  
Authorized Signatory

of Boston Vlachol LLC  
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: 

Date: 12/1 42022

Title: LLC Manager

**ENTITY VOTE**

The Board of Directors or LLC Managers of

Boston Vlachoi LLC

Entity Name

duly voted to apply to the Licensing Authority of

Brookline

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

10/1/2022

Date of Meeting

For the following transactions (Check all that apply):

- |  |   |  |   |
|--|---|--|---|
| <input checked="" type="checkbox"/> New License                        | <input type="checkbox"/> Change of Location   | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)          | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License                           | <input type="checkbox"/> Alteration of Licensed Premises  | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)   | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input type="checkbox"/> Change of Manager                             | <input type="checkbox"/> Change Corporate Name  | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Alcoh) | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees)   | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder        | <input type="checkbox"/> Change of Hours                              |
|  | <input type="checkbox"/> Other <span style="border: 1px solid black; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></span> | <input type="checkbox"/> Change of DBA                                     |   |

"VOTED: To authorize

Demetri Tsolakis

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Demetri Tsolakis

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

For Corporations ONLY

A true copy attest,

Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature

Demetri Tsolakis, Manager

(Print Name)

(Print Name)



JEAN M. LORIZIO, ESQ.  
CHAIRMAN

Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: (IF EXISTING LICENSE)	LICENSEE NAME: Boston Vlachos LLC	CITY/TOWN: Brookline
---------------------------------------	-----------------------------------	----------------------

**APPLICANT INFORMATION**

LAST NAME: Tsolakis	FIRST NAME: Demetri	MIDDLE NAME:
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: Hartford CT	
DATE OF BIRTH:	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Katakopoulos	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT: 5 11	WEIGHT: 205
		EYE COLOR: Brown
CURRENT ADDRESS:		
CITY/TOWN:	STATE: MA	ZIP: 02115
FORMER ADDRESS:		
CITY/TOWN:	STATE: MA	ZIP: 02115

**PRINT AND SIGN**

PRINTED NAME: Demetri Tsolakis	APPLICANT/EMPLOYEE SIGNATURE:
--------------------------------	-------------------------------

**NOTARY INFORMATION**

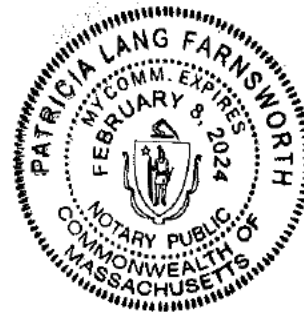
On this 12/15/2022 before me, the undersigned notary public, personally appeared Demetri Tsolakis  
(name of document signer), proved to me through satisfactory evidence of identification, which were  
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

**DIVISION USE ONLY**

REQUESTED BY:	SIGNATURE OF COMMISSIONER
---------------	---------------------------

The DCR Identity Theft Unit PIN number is to be completed by those applicants that have been issued an Identity Theft PIN number by the DCR. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCR via email or by fax to (617) 850-4614.



# We the People

*Of the United States,  
in Order to form a more perfect Union,  
establish justice, insure domestic Tranquility,  
provide for the common defence,  
promote the general Welfare, and secure  
the Blessings of Liberty to ourselves and  
our Posterity, do ordain and establish this  
Constitution for the United States of America.*

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT  
PASSEPORT  
PASAPORTE



## UNITED STATES OF AMERICA

Type / Type / Tipo    Code / Code / Código    Passport No. / No. du Passeport / No. de Pasaporte

P    USA

Surname / Nom / Apellidos

TSOLAKIS

Given Names / Prénoms / Nombres

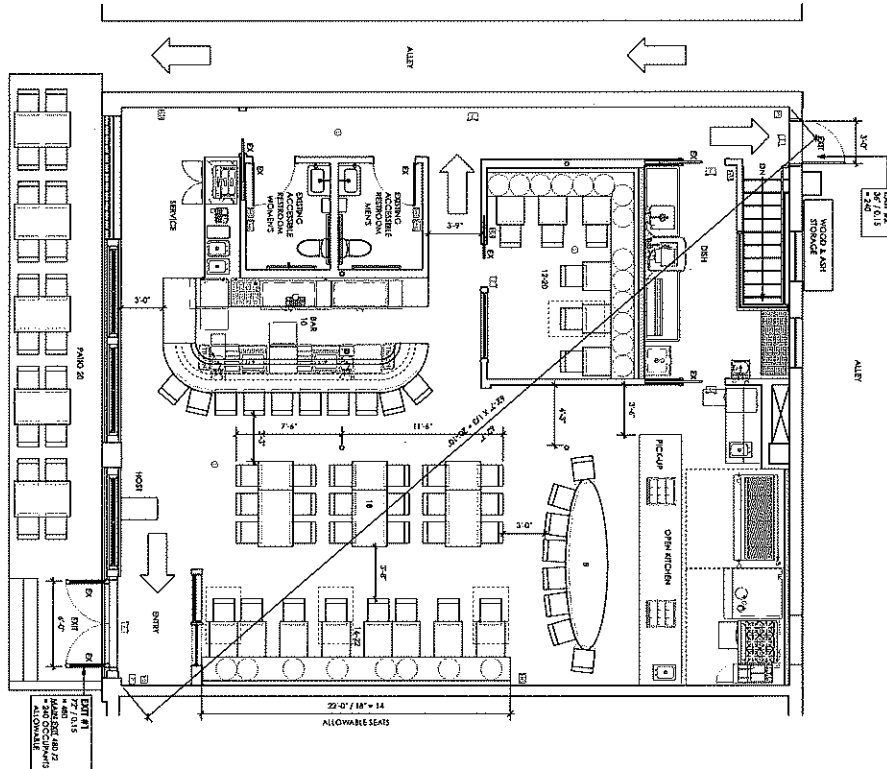
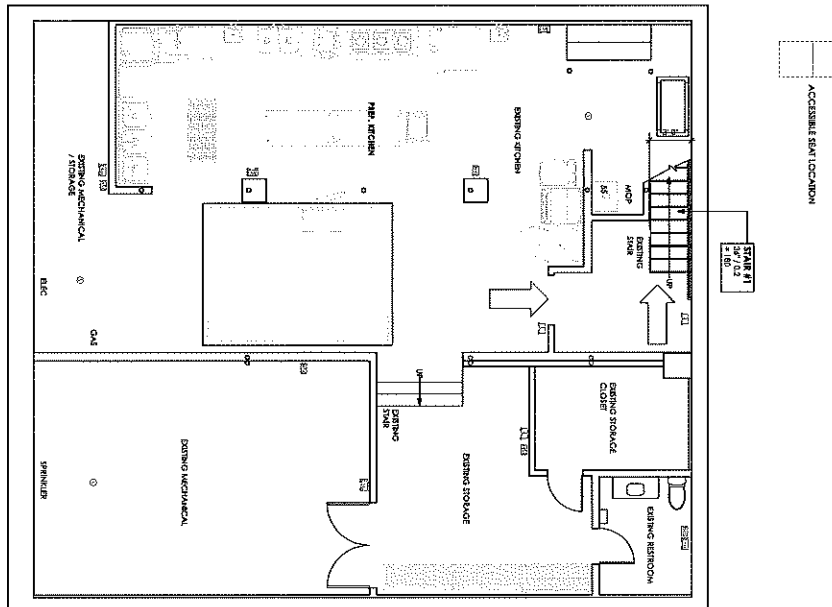
DEMETRI

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of Birth / Date de Naissance / Fecha de Nacimiento





**LIFE SAFETY EQUIPMENT LEGEND**

EXIT SIGN
EMERGENCY LIGHTS
HORN STROBE
SMOKE DETECTOR
ALARM/PULL LOCATION
PULL STATION

### ACCESSIBLE SEAT LOCATION

14

**COOL!**

- A4 OCCUPANCY
  - SET OUR ARCHITECTURAL ACCESS BOARD
  - RECOVER MODIFICATIONS FROM BIDDING CODE
  - JUNE 2016
- RECALL**
- CHAIRS, FLOOR AREA UNCHANGED
- REPRODUCTION**
- BUILDING IS RECOVERED INTERIOR WITH AN AUTOMATIC SPRINKLER SYSTEM TO MEET TO ALL THE RECOVERING BIDDING WITH THE STAND
  - ADDITIONAL RECOVERING SYSTEMS SET, ANALYSIS IN THE RECOVERING WILL ACQUIRE THE BIDDING THE ALARM SYSTEM.

### PLACE OF ASSEMBLY OCCUPANCY CALCULATIONS

<b>PER CALCULATIONS</b>	<b>OCCUPANT CALCULATIONS</b>
BOX #1 = 400 (200 ALLOWABLE)	MAN LEFT SEATING
BOX #2 = 200	MAN
	SEATING
400 ALLOWABLE	TOTAL
	78

**POSTGRADUATE COURSE**

WOMEN'S	1 X 30 = 30	
MEN'S	1 X 60 = 60	
UNIVERSITY*	1 X 30 = 30	
TOTAL ACCOUNTANTS		115

### 120 ALLOWABLE OCCUPANTS

NOTE:  
ESTIMATED CALCULATIONS ABOVE ARE SUBJECT TO MARKET REFINING COULD BE 1% CASH  
AT MATURITY, AS THEY ARE SUBJECT TO REFINANCING. WILL BE DISCOUNTED AT CURRENT  
INTERNAL RISK 24.00 COST 1.00%.

761 CASH BOARD OF STATE DEPARTMENTS OF MINISTERS AND ONE OTHER

to dogs of breeds of Bull Terrier, bulldog, pug, and other breeds designated by gender, these localities are not included in the list.

2. *Large* (the right number) may or may not reflect values attributed by males and females. Gender divergent values may be indicated by high vs. low valuing the trait (or a comparison of the trait) and the even odds (1:1) value. For example, if a comparison of the trait is made and males value it at 10 and females at 5, the trait has a gender effect. If the trait is valued at 10 by both genders, there may be no gender effect. If the trait is valued at 10 by males and 15 by females, there may be a gender effect. If the trait is valued at 10 by males and 10 by females, there may be no gender effect.

**MCCARTHY & FORTNEY**

MASSIVE FLOOD AREA ALLOWANCES FOR OCCUPANT  
Assembly - 100000 sq ft  
Standing Water 5000

1000? 11500 seats  
for direct holding?

be alluded to by the name of the last section of the book, 'The occupied' (page 107), in which the author is as much as telling us that the book is a collection of essays on the occupied. The book is a collection of essays on the occupied, and the author is as much as telling us that the book is a collection of essays on the occupied.

the support of the  
the same person for

The excellent bond of meeting people should be kept in our mind for what it is and is not of such an lengthiness as it is of the people of the people.

It is common

At least 5% but not less than one-sixth of the members must be duly qualified, be of an excellent character, and be of the same faith as the church.

the words of Louis  
Armstrong.

17.2.5 a N. h. 13" = 41 mm eccentric data and be provided between of eccentrics N. h. 13" and overlap the eccentrics. See fig. 17c.

## 17225 From Christ

columns, knee spaces of least 27 inches (27" = 689mm) high, 30 inches (30" = 762mm) wide, and 19 inches (19" = 483mm) deep shall be provided. See Fig. 17b.

The discussion par-

and comply with 321 Code § 224.001 (2)(a).


 1.  $V_p$  = primary voltage,  $V_s$  = secondary voltage  
 2.  $I_p$  = primary current,  $I_s$  = secondary current  
 3.  $N_p$  = primary turns,  $N_s$  = secondary turns  
 4.  $R_p$  = primary resistance,  $R_s$  = secondary resistance  
 5.  $X_p$  = primary reactance,  $X_s$  = secondary reactance  
 6.  $Z_p$  = primary impedance,  $Z_s$  = secondary impedance  
 7.  $\phi$  = magnetic flux,  $\phi_m$  = magnetizing flux  
 8.  $\mu$  = permeability,  $\mu_r$  = relative permeability  
 9.  $B$  = magnetic flux density,  $H$  = magnetic field strength  
 10.  $\epsilon$  = permittivity,  $\epsilon_r$  = relative permittivity  
 11.  $C$  = capacitance,  $f$  = frequency  
 12.  $\omega$  = angular frequency,  $\omega = 2\pi f$   
 13.  $\lambda$  = wavelength,  $\lambda = v/f$   
 14.  $v$  = velocity,  $v = \lambda f$   
 15.  $\rho$  = resistivity,  $\sigma$  = conductivity  
 16.  $\gamma$  = admittance,  $Y$  = admittance  
 17.  $\alpha$  = attenuation coefficient,  $\alpha = \text{dB/m}$   
 18.  $\beta$  = phase constant,  $\beta = \text{rad/m}$   
 19.  $\Gamma$  = reflection coefficient,  $\Gamma = \frac{V_r}{V_i}$   
 20.  $S$  = power,  $S = VI^*$   
 21.  $P$  = power,  $P = VI$   
 22.  $Q$  = quality factor,  $Q = \frac{\omega L}{R}$   
 23.  $Q$  = quality factor,  $Q = \frac{1}{\omega RC}$   
 24.  $Q$  = quality factor,  $Q = \frac{\omega L}{R}$   
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 65.  $Q$  = quality factor,  $Q = \frac{1}{\omega RC}$   
 66.  $Q$  = quality factor,  $Q = \frac{\omega L}{R}$   
 67.  $Q$  = quality factor,  $Q = \frac{1}{\omega RC}$   
 68.  $Q$  = quality factor,  $Q = \frac{\omega L}{R}$   
 69.  $Q$  = quality factor,  $Q = \frac{1}{\omega RC}$   
 70.  $Q$  = quality factor,  $Q = \frac{\omega L}{R}$   
 71.  $Q$  = quality factor,  $Q = \frac{1}{\omega RC}$   
 72.  $Q$  = quality factor,  $Q = \frac{\omega L}{R}$   
 73.  $Q$  = quality factor,  $Q = \frac{1}{\omega RC}$   
 74.  $Q$  = quality factor,  $Q = \frac{\omega L}{R}$   
 75.  $Q$  = quality factor,  $Q = \frac{1}{\omega RC}$   
 76.  $Q$  = quality factor,  $Q = \frac{\omega L}{R}$   
 77.  $Q$  = quality factor,  $Q = \frac{1}{\omega RC}$   
 78.  $Q$  = quality factor,  $Q = \frac{\omega L}{R}$   
 79.  $Q$  = quality factor,  $Q = \frac{1}{\omega RC}$   
 80.  $Q$  = quality factor,  $Q = \frac{\omega L}{R}$   
 81.  $Q$  = quality factor,  $Q = \frac{1}{\omega RC}$   
 82.  $Q$  = quality factor,  $Q = \frac{\omega L}{R}$   
 83.  $Q$  = quality factor,  $Q = \frac{1}{\omega RC}$   
 84.  $Q$  = quality factor,  $Q = \frac{\omega L}{R}$   
 85.  $Q$  = quality factor,  $Q = \frac{1}{\omega RC}$   
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 87.  $Q$  = quality factor,  $Q = \frac{1}{\omega RC}$   
 88.  $Q$  = quality factor,  $Q = \frac{\omega L}{R}$   
 89.  $Q$  = quality factor,  $Q = \frac{1}{\omega RC}$   
 90.  $Q$  = quality factor,  $Q = \frac{\omega L}{R}$   
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 95.  $Q$  = quality factor,  $Q = \frac{1}{\omega RC}$   
 96.  $Q$  = quality factor,  $Q = \frac{\omega L}{R}$   
 97.  $Q$  = quality factor,  $Q = \frac{1}{\omega RC}$   
 98.  $Q$  = quality factor,  $Q = \frac{\omega L}{R}$   
 99.  $Q$  = quality factor,  $Q = \frac{1}{\omega RC}$   
 100.  $Q$  = quality factor,  $Q = \frac{\omega L}{R}$

100

Experiments for Analysis of Data  
Figure 10.2

These drawings and specifications are the property and copyright of Luciano Architecture and shall be used in whole or in part, or shall be assigned to a third party without the express written permission of Luciano Architecture. Contractor to verify all information and dimensions in the field prior to start of construction and is to notify Luciano Architecture of any discrepancies.





**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division  
 One Ashburton Place, 17th floor  
 Boston, MA 02108-1512  
 Telephone: (617) 727-9640

**Certificate of Organization**  
 (General Laws, Chapter )

Identification Number: [REDACTED]

1. The exact name of the limited liability company is: BOSTON VLACHOI LLC

2a. Location of its principal office:

No. and Street: 350 MARLBOROUGH ST  
 City or Town: BOSTON State: MA Zip: 02115 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 350 MARLBOROUGH ST  
350 MARLBOROUGH ST, UNIT 5,  
 City or Town: BOSTON State: MA Zip: 02115 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:  
FULL SERVICE RESTAURANT

4. The latest date of dissolution, if specified: 1/13/2042

5. Name and address of the Resident Agent:

Name: DEMETRI TSOLAKIS  
 No. and Street: 350 MARLBOROUGH ST  
 City or Town: BOSTON State: MA Zip: 02115 Country: USA

I, DEMETRI TSOLAKIS resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	DEMETRI TSOLAKIS	350 MARLBOROUGH ST BOSTON, MA 02115 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

BOSTON, MA 02115 USA

**8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	DEMETRI TSOLAKIS	350 MARLBOROUGH ST BOSTON, MA 02115 UNI

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 13 Day of January, 2022,**  
DEMETRI TSOLAKIS

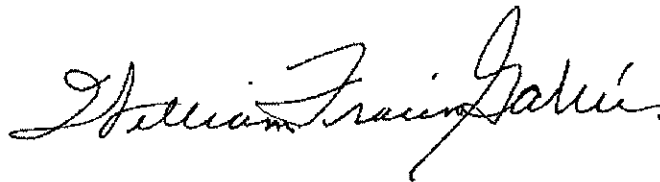
*(The certificate must be signed by the person forming the LLC.)*

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## THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

January 13, 2022 05:57 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized "G" at the end.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



Santander

Statement Period 08/01/22 TO 08/31/22

Primary Account #: [REDACTED]

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Customer Service Center is available  
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Call us at 1-877-768-1145.  
www.santanderbank.com

BOSTON VLACHOI LLC

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## BUSINESS CHECKING

Statement Period 08/01/22 - 08/31/22

BOSTON VLACHOI LLC

Account # [REDACTED]

## Balances

Beginning Balance	\$9,591.01	Ending Balance	\$42,037.60
Deposits/Credits	+\$166,000.00	Average Daily Balance	\$18,027.99
Withdrawals/Debits	-\$133,553.41		

## Checks Posted

Check #	Date Paid	Amount	Reference
1007	08/25	\$59,154.77	0980009460

1 Check(s) Posted = \$59,154.77

## Account Activity

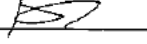
Date	Description	Credits	Debits	Balance
08-01	Beginning Balance			\$9,591.01
08-09	TREAS.LINK TRANSFER FROM [REDACTED] MONEY MARKET SAVIN	\$56,000.00		\$65,591.01
08-09	WIRE TRANSFER OUTGOING DOMESTIC - TREASURY LINK		\$50,000.00	\$15,591.01
08-10	WIRE TRANSFER OUTGOING DOMESTIC - TREASURY LINK		\$5,998.64	\$9,592.37
08-22	TREAS.LINK TRANSFER FROM [REDACTED] MONEY MARKET SAVIN	\$60,000.00		\$69,592.37
08-25	CHECK 000000001007		\$59,154.77	\$10,437.60
08-26	INTERNATIONAL FX OUT GOING WIRE TRANSFER		\$8,400.00	\$2,037.60
08-29	TREAS.LINK TRANSFER FROM [REDACTED] MONEY MARKET SAVIN	\$50,000.00		\$52,037.60
08-29	WIRE TRANSFER OUTGOING DOMESTIC - TREASURY LINK		\$10,000.00	\$42,037.60
08-31	Ending Balance			\$42,037.60

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East Providence, RI 02915

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<b>Debra V. Welch LLC</b> 1010 Beacon St. Boston, MA 02115		Santander Bank N.A. 01000	1007
Pay To The Order Of <b>WITT Commercial Construction LLC</b>		05/22/2021	
<b>Fifty-nine Thousand One Hundred Fifty-Four and 77/100</b>		**\$5,154.77 Dollars	
<b>WITT Commercial Construction LLC</b> PO BOX 10 Dunstable, MA 01827			
Memo: BAR MAHL BEACON, MA			



Statement Period 09/01/22 TO 09/30/22  
Primary Account # [REDACTED]

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Customer Service Center is available  
from 8am-10pm Mon-Sat and 9am-5:30pm on Sun  
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BOSTON VLACHOI LLC  
[REDACTED]

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## BUSINESS MONEY MARKET SAVINGS

Statement Period 09/01/22 - 09/30/22

BOSTON VLACHOI LLC

Account # [REDACTED]

### Balances

Beginning Balance	\$315,160.33	Ending Balance	\$315,173.28
Deposits/Credits	+\$12.95	Average Daily Balance	\$315,160.76
Withdrawals/Debits	-\$0.00		

### Interest

Paid this Period *	\$12.95	Annual Percentage Yield Earned	0.05%
Earned this Period	\$12.95	Paid Last Year	\$0.00
Paid Year-To-Date	\$73.28		

\* The interest earned and the interest paid may differ depending on when interest is credited to your account.

### Account Activity

Date	Description	Credits	Debits	Balance
09-01	Beginning Balance			\$315,160.33
09-30	INTEREST CREDIT FROM 09/01/2022 THROUGH 09/30/2022	\$12.95		\$315,173.28
09-30	Ending Balance			\$315,173.28

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Statement Period 10/01/22 TO 10/31/22  
Primary Account # [REDACTED]

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BOSTON VLACHOI LLC  
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## BUSINESS MONEY MARKET SAVINGS

Statement Period 10/01/22 - 10/31/22

BOSTON VLACHOI LLC

Account # [REDACTED]

### Balances

Beginning Balance	\$315,173.28	Ending Balance	\$295,186.14
Deposits/Credits	+\$12.86	Average Daily Balance	\$302,915.63
Withdrawals/Debits	-\$20,000.00		

### Interest

Paid this Period *	\$12.86	Annual Percentage Yield Earned	0.05%
Earned this Period	\$12.86	Paid Last Year	\$0.00
Paid Year-To-Date	\$86.14		

\* The interest earned and the interest paid may differ depending on when interest is credited to your account.

### Account Activity

Date	Description	Credits	Debits	Balance
10-01	Beginning Balance			\$315,173.28
10-13	TREAS.LINK TRANSFER TO [REDACTED] CHECKING		\$20,000.00	\$295,173.28
10-31	INTEREST CREDIT FROM 10/01/2022 THROUGH 10/31/2022	\$12.86		\$295,186.14
10-31	Ending Balance			\$295,186.14

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Statement Period 10/01/22 TO 10/31/22  
Primary Account # [REDACTED]

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## BUSINESS CHECKING

Statement Period 10/01/22 - 10/31/22

BOSTON VLACHOI LLC

Account # [REDACTED]

### Balances

Beginning Balance	\$231,438.60	Ending Balance	\$33,881.84
Deposits/Credits	+\$53,461.95	Average Daily Balance	\$38,870.00
Withdrawals/Debits	-\$251,018.71		

### Checks Posted

Check #	Date Paid	Amount	Reference	Check #	Date Paid	Amount	Reference
1008	10/05	\$16,400.00	0985334960	1010	10/04	\$1,061.50	1358175767
1009	10/04	\$188,708.71	0985083435	1011	10/17	\$5,000.00	0987556890

4 Check(s) Posted = \$211,170.21

### Account Activity

Date	Description	Credits	Debits	Balance
10-01	Beginning Balance			\$231,438.60
10-04	CHECK 000000001010		\$1,061.50	\$230,377.10
10-04	CHECK 000000001009		\$188,708.71	\$41,668.39
10-05	CHECK 000000001008		\$16,400.00	\$25,268.39
10-05	FACTURE GOODS SALE 221005		\$21,160.00	\$4,108.39
10-13	TREAS.LINK TRANSFER FROM [REDACTED] MONEY MARKET SAVIN	\$20,000.00		\$24,108.39
10-14	FEES FOR ACCOUNT ANALYSIS 09/30/22		\$75.50	\$24,032.89
10-17	INTERNATIONAL FX OUT GOING WIRE TRANSFER		\$10,243.00	\$13,789.89
10-17	CHECK 000000001011		\$5,000.00	\$8,789.89
10-20	TREAS.LINK TRANSFER FROM [REDACTED] CHECKING	\$3,461.95		\$12,251.84
10-24	TREAS.LINK TRANSFER FROM [REDACTED] CHECKING	\$5,000.00		\$17,251.84
10-25	TREAS.LINK TRANSFER FROM [REDACTED] CHECKING	\$20,000.00		\$37,251.84
10-28	TREAS.LINK TRANSFER FROM [REDACTED] CHECKING	\$5,000.00		\$42,251.84
10-28	WIRE TRANSFER OUTGOING DOMESTIC - TREASURY LINK		\$8,370.00	\$33,881.84
10-31	Ending Balance			\$33,881.84





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Boston Virtual LLC c/o Bar Viaha 1453 Beacon St. Brookline, MA 02445		Santander Bank N.A. ACCOUNT #	1809
Pay To The Order Of: B&W Engineers, Inc.		09/26/2022	
*****15,403.00 Dollars			
Five Thousand Four Hundred and 00/100			
B&W Engineers, Inc. P.O. BOX 1251 Littleton, MA 01460			
Memo: Boston Virtual, LLC c/o Bar Viaha			

Boston Virtual LLC c/o Bar Viaha 1453 Beacon St. Brookline, MA 02445		Santander Bank N.A. ACCOUNT #	1810
Pay To The Order Of: Leveson & Wellman		09/26/2022	
*****1,051.50 Dollars			
One Thousand Fifty-One and 50/100			
Leveson & Wellman 88 Black Falcon Avenue Suite 345 Boston, MA 02110			
Memo: [REDACTED] 07304 11F			

Boston Virtual LLC c/o Bar Viaha 1453 Beacon St. Brookline, MA 02445		Santander Bank N.A. ACCOUNT #	1808
Pay To The Order Of: WTT Commercial Construction LLC		09/26/2022	
*****188,704.70 Dollars			
One Hundred Eighty-Eight Thousand Seven Hundred Eight and 70/100			
WTT Commercial Construction LLC PO BOX 10 Dunstable, MA 01827			
Memo: BAR VIAHA BROOD CLINE			

Boston Virtual LLC c/o Bar Viaha 1453 Beacon St. Brookline, MA 02445		Santander Bank N.A. ACCOUNT #	1811
Pay To The Order Of: Brendan Pelley		10/11/2022	
*****5,000.00 Dollars			
Five Thousand and 00/100			
Brendan Pelley 19 Vincennes Road Chatham, MA 01824			
Memo: [REDACTED]			



Statement Period 11/01/22 TO 11/30/22  
Primary Account #: [REDACTED]

If you have questions about your statement,  
contact the Customer Service Center at 877-768-2265.  
Hearing- and speech-impaired customers may use 7-1-1.  
[www.santanderbank.com](http://www.santanderbank.com)

BOSTON VLACHOI LLC  
[REDACTED]

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## Updates to our overdraft policy

We've further reduced our overdraft fees for every client.

Effective **November 13, 2022**: We've made further enhancements to Santander Safety Net, our more flexible overdraft policy introduced in 2021 that waives overdraft fees for accounts overdrawn \$100 or less:

- We have reduced the Insufficient Funds Fee - Item Paid, and the Sustained Overdraft Fee from \$35 to \$15.
- We have eliminated the Insufficient or Unavailable Funds - Item Returned Fee.

Please visit [santanderbank.com](http://santanderbank.com) for current versions of our Deposit Agreements and Fee Schedules for additional details.

22110DFP 741401 11/2022

### BUSINESS MONEY MARKET SAVINGS

Statement Period 11/01/22 - 11/30/22

BOSTON VLACHOI LLC

Account # [REDACTED]

#### Balances

Beginning Balance	\$295,186.14	Ending Balance	\$280,198.02
Deposits/Credits	+\$5,011.88	Average Daily Balance	\$289,019.87
Withdrawals/Debits	-\$20,000.00		

#### Interest

Paid this Period *	\$11.88	Annual Percentage Yield Earned	0.05%
Earned this Period	\$11.88	Paid Last Year	\$0.00
Paid Year-To-Date	\$98.02		

\* The interest earned and the interest paid may differ depending on when interest is credited to your account.

#### Account Activity

Date	Description	Credits	Debits	Balance
11-01	Beginning Balance			\$295,186.14
11-04	TREAS.LINK TRANSFER FROM [REDACTED] CHECKING	\$5,000.00		\$300,186.14
11-15	TREAS.LINK TRANSFER TO [REDACTED] CHECKING		\$20,000.00	\$280,186.14
11-30	INTEREST CREDIT FROM 11/01/2022 THROUGH 11/30/2022	\$11.88		\$280,198.02
11-30	Ending Balance			\$280,198.02





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Statement Period 11/01/22 TO 11/30/22  
Primary Account #: [REDACTED]

If you have questions about your statement, contact the Customer Service Center at 877-768-2265. Hearing- and speech-impaired customers may use 7-1-1. [www.santanderbank.com](http://www.santanderbank.com)

DEMETRI TSOLAKIS  
[REDACTED]

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221100FP 741401 11/2022

### BUSINESS CHECKING

Statement Period 11/01/22 - 11/30/22

BOSTON VLACHOI LLC

Account # [REDACTED]

### Balances

Beginning Balance	\$33,881.84	Ending Balance	\$26,814.84
Deposits/Credits	+\$20,075.50	Average Daily Balance	\$28,577.41
Withdrawals/Debits	-\$27,142.50		

### Account Activity

Date	Description	Credits	Debits	Balance
11-01	Beginning Balance			\$33,881.84
11-04	TREAS.LINK TRANSFER [REDACTED] CHECKING		\$3,000.00	\$30,881.84
11-14	REFUND - PER ITEM GROUPED FEE ON 11/14/2022	\$75.50		\$30,957.34
11-14	WIRE TRANSFER OUTGOING INT USD - TREASURY LINK		\$13,061.00	\$17,896.34
11-14	FEES FOR ACCOUNT ANALYSIS 10/31/22		\$75.50	\$17,820.84
11-15	TREAS.LINK TRANSFER [REDACTED] MONEY MARKET SAVIN	\$20,000.00		\$37,820.84
11-15	INTERNATIONAL FX OUT GOING WIRE TRANSFER		\$10,953.00	\$26,867.84
11-15	FEES FOR ACCOUNT ANALYSIS 10/31/22		\$53.00	\$26,814.84
11-30	Ending Balance			\$26,814.84





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*Execution*

## LEASE

This instrument is an indenture of lease ("Lease") between ALT Properties Company, LLC, a Massachusetts limited liability company ("Landlord") and Boston Vlachoi LLC, a Massachusetts limited liability company ("Tenant").

The parties to this Lease hereby agree with the other as follows:

## ARTICLE 1

DEFINITIONS AND ATTACHMENTS**Section 1.1 Basic Data.**

Lease Execution Date:	February <del>28</del> , 2022
Landlord:	ALT Properties Company, LLC,
Landlord's Address:	Post Office Box 1027 Brookline, Massachusetts 02446
Tenant:	Boston Vlachoi LLC
Tenant's Address:	1653 Beacon Street, Brookline, Massachusetts 02445 Attn: Demetri Tsolakis
Tenant Trade Name:	"Bar Vlaha"
Premises:	A portion of the building known as 1653-1655 Beacon Street, Brookline, Massachusetts (the "Building"), such portion being designated 1653 Beacon Street, as shown on Exhibit A attached hereto, containing approximately 2,075 square feet of rentable space, plus the basement under such space and the licensed outdoor seating area referred to in Section 2.3.
Commencement Date:	The day following the Prior Lease Termination Date (see Section 18.22).
Rent Commencement Date:	The date which is forty-five (45) days following the earlier of (i) the date Tenant opens for business at the Premises, or (ii) the date as of which Tenant has received the Permits (as defined in Section 4.2); provided that the Rent Commencement Date shall occur no later than two hundred forty (240) days after the Commencement Date, regardless of the occurrence or non-occurrence of (i) or (ii).

**Term:** Fifteen (15) years, beginning on the Rent Commencement Date and ending on the last day of the month in which the 15th anniversary of the Rent Commencement Date occurs.

<b>Annual Basic Rental:</b>	<u>Lease Year</u>	<u>Annual Basic Rental</u>
	1-3	\$ 83,000.00 (\$6,916.67/month)
	4-5	\$ 93,375.00 (\$7,781.25/month)
	6	\$103,750.00 (\$8,645.83/month)
	7	\$106,343.75 (\$8,861.98/month)
	8	\$109,002.34 (\$9,083.53/month)
	9	\$111,727.40 (\$9,310.62/month)
	10	\$114,520.58 (\$9,543.38/month)
	11	\$117,383.60 (\$9,781.97/month)
	12	\$120,318.19 (\$10,026.52/month)
	13	\$123,326.14 (\$10,277.18/month)
	14	\$126,409.30 (\$10,534.11/month)
	15	\$129,569.53 (\$10,797.46/month)

**Percentage Rental Rate:** Five percent (5.0%)

**Percentage Rent Breakpoint:** \$2,250,000 of Gross Sales

**Security Deposit:** None

**Permitted Use:** See Section 4.3

**Guarantor:** Demetri Tsolakis, individually

**Section 1.2 Defined Terms.** As used herein, the following terms shall have the meanings specified below:

“Additional Rental” has the meaning set forth in Section 5.1 hereof.

“Annual Basic Rental” has the meaning set forth in Section 1.1.

“Casualty” has the meaning set forth in Section 13.2 hereof.

“Common Areas” means those areas and facilities which may be owned, maintained or furnished by the Landlord in the Building or on the Lot for the common use of Landlord, tenants and other occupants of the Building, and others entitled thereto, including, without limitation, all access areas, driveways, alley ways, loading docks and areas, sidewalks, maintenance areas, and other similar areas, facilities or improvements, including the paved areas and unpaved embankment areas to the rear of the Building. Landlord reserves the right, in its sole discretion, to designate, change, reduce or enlarge such areas, facilities or improvements from time to time, provided that Tenant’s reasonable access to and use of the Premises will not be unreasonably impaired.

"Default Rate" means an annual rate of interest equal to the lesser of (a) the maximum rate of interest for which Tenant may lawfully contract in Massachusetts, or (b) two (2) percentage points over the publicly announced base rate of Bank of America.

"Event of Default" has the meaning set forth in Section 16.1 hereof.

"Guarantor" means the person(s) or entity(ies) identified as Guarantor in Section 1.1, jointly and severally.

"Lease Year" has the meaning set forth in Section 5.2.

"Lot" means that certain parcel of land owned by Landlord and located at 1653-1665 Beacon Street, Brookline, Massachusetts, and easement areas, if any, appurtenant thereto.

"Mortgagee" means the holder of any mortgage that includes the Premises as part of the mortgaged premises; "Mortgage" means any such mortgage, whether now existing or created hereafter.

"Operating Costs" has the meaning set forth in Section 11.2.

"Percentage Rental Rate" and "Percentage Rent Breakpoint" have the meanings specified in Section 1.1.

"Permitted Use" means the uses and purposes specified in Section 4.3 hereof as Tenant's permitted use of the Premises.

"Rental" has the meaning set forth in Section 5.1 hereof.

"Security Deposit" means the amount or amounts specified in Section 1.1.

"Taxes" and "Other Taxes" have the meaning set forth in Section 7.1 and Section 7.2, respectively.

"Tenant Notice Address" means the address specified in Section 1.1 as Tenant's Address.

"Tenant's Proportionate Share" means fifty-three and ninety-seven hundredths percent (53.97%), being the percentage determined by the ratio of the rentable area of the Premises as specified in Section 1.1 to the total rentable area of the Building (3,845 square feet).

"Tenant Trade Name" means the trade name specified in Section 1.1 hereof as Tenant Trade Name; any changes to the Tenant Trade Name shall be subject to Landlord's prior written approval.

"Tenant's Improvements" has the meaning set forth in Section 8.1 hereof.

"Term" means the period specified in Section 1.1 hereof as Term, unless sooner terminated or extended as provided herein.

**Section 1.3 Attachments.** The following documents attached hereto or delivered separately to Tenant, as well as any drawings and documents prepared pursuant thereto, are hereby made a part hereof:

## Exhibit A – Floor Plan of the Premises

## ARTICLE 2

PREMISES

**Section 2.1 Demise.** Landlord hereby leases to Tenant, and Tenant hereby accepts and leases from Landlord, the Premises for the Term and at the Rental herein described, and upon the other terms and conditions set forth herein. Tenant shall also have the right to use, in common with the Landlord and others entitled thereto, the Common Areas reasonably necessary for the use of the Premises in accordance with this Lease. Nothing in Exhibit A shall be treated as a representation that the Premises shall be precisely of the dimensions or shape as shown, it being the intention of the parties only to show diagrammatically, rather than precisely, on Exhibit A the layout of the Premises. Tenant agrees that Landlord shall have the right to place in the Premises (but in such manner as not unreasonably to interfere with Tenant's use of the Premises) utility lines, telecommunication lines, conduits, ducts, shafts, pipes, and the like, for the use and benefit of the Landlord and other tenants in the Building, and to replace and maintain and repair such lines, conduits, ducts, shafts, pipes and the like, in, over and upon the Premises, provided that in the event that such placement or replacement shall materially reduce the useable area of the Premises, there shall be an abatement of the Rental payable hereunder proportionate to such reduction in useable area. Any such lines, conduits, ducts, shafts, pipes and the like which do not serve the Tenant shall not be deemed part of the Premises and Tenant shall have no responsibility to maintain, repair or replace same.

**Section 2.2 Premises "As-Is".** Tenant accepts the Premises in "as-is" condition as of the Prior Lease Termination Date, and Landlord shall have no obligation to perform any improvements or other work in or to the Premises or the Building, except as specifically set forth in Section 10.1. Tenant's Improvements are described in Section 8.1.

**Section 2.3 Outdoor Seating.** Tenant shall have the right to use the sidewalk area in front of the Premises for outdoor seating. The number of seats, specific location and size of the seating area, and the fixtures, furniture and furnishings located therein shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, and all applicable governmental authorities.

## ARTICLE 3

TERM

**Section 3.1 Commencement Date.** The Term of this Lease shall commence on the Commencement Date.

**Section 3.2 Termination.** If not terminated earlier in accordance with the provisions of this Lease, this Lease shall terminate upon expiration of the Term, without the necessity of, and Tenant hereby waives all rights to, any notice to terminate, vacate or quit the Premises.

**Section 3.3 Holding Over.** Any holding over by Tenant after the expiration of the Term with the express written consent of Landlord shall be on a month-to-month basis, terminable by either

party on thirty (30) days' notice, and shall be at the same Rental specified herein for the preceding Lease Year (prorated on a daily basis) unless otherwise agreed between the parties and shall otherwise be on the terms and conditions set forth herein, so far as applicable. Any holding over without the written consent of Landlord shall be treated as a tenancy at sufferance at double the Annual Basic Rental specified herein for the preceding Lease Year (prorated on a daily basis) and shall otherwise be on the terms and conditions set forth herein, so far as applicable.

#### ARTICLE 4

##### USE

**Section 4.1 Occupancy and Use.** Tenant may take occupancy of the Premises on or after the Commencement Date for purposes of planning, designing and constructing the Tenant's Improvements. Tenant shall construct the Tenant's Improvements and open for business as soon as practicable after obtaining the Permits, and shall thereafter remain continuously open for business at the Premises during regular business hours until the expiration of the Term or earlier termination of this Lease, provided that the Premises may be closed on Christmas and/or Thanksgiving. The Premises shall be continuously occupied and used for the Permitted Use only and for no other purpose whatsoever.

**Section 4.2 Licenses and Permits; Contingency.** Any and all permits, approvals or licenses from the Town of Brookline or other governmental authorities that are or may be necessary or desirable in connection with Tenant's use of the Premises for the Permitted Use, including but not limited to building permits, common victualler license and food service establishment permit, liquor license, signage approvals, and outdoor seating license (collectively, without limitation, the "Permits") are solely the responsibility of Tenant. Tenant shall use its best efforts promptly to obtain and thereafter to maintain all of the Permits, and Landlord shall have no responsibility or obligation to obtain the Permits. Landlord shall cooperate with Tenant as reasonably requested by Tenant in order to obtain the Permits, at no cost to Landlord.

Within sixty (60) days after the Commencement Date, Tenant shall submit to Landlord for approval Tenant's construction plans and specifications for Tenant's Improvements, as further provided in Section 10.4. Landlord shall review and respond within ten (10) business days after receipt of the plans and specifications, either approving the plans and specifications or providing comments. Within fifteen (15) days after Landlord's approval of the plans and specifications, Tenant shall (a) confirm that use of the Premises for a restaurant is permitted under Brookline zoning regulations, and (b) file applications for the Permits with applicable governmental agencies. If Tenant determines that use of the Premises for a restaurant is not permitted under Brookline zoning regulations, or if, despite exercising its best efforts, Tenant is unable to obtain, on or before the date 240 days after the Commencement Date, a building permit, common victualler license and liquor license, then Tenant shall have the right to cancel this Lease by written notice of cancellation to Landlord given within thirty (30) days after expiration of such 240-day period. If such cancellation notice is given within such 30-day period, this Lease shall terminate as of the date such notice is delivered and neither party shall have any further liability or obligation to the other hereunder, except that Tenant shall promptly remove any improvements and any equipment or personal property of Tenant from the Premises and repair and restore the Premises to the condition existing as of the Commencement Date. If no such cancellation notice is given within

such 30-day period, then this Lease shall continue in effect and Tenant shall have no further right to cancel this Lease.

**Section 4.3 Permitted Use.** The permitted use shall be the operation of a first class, full-service Greek restaurant, including dinner service and brunch service on weekends, for on-premises consumption (including outdoor seating) or take-out. Provided that Tenant (i) obtains a liquor license, (ii) complies with applicable state, municipal and other governmental laws, regulations and rules with respect to the sale of liquor and all alcoholic beverages, and (iii) complies with applicable provisions of this Lease, Landlord agrees that Tenant shall have the right to sell alcoholic drinks, including wine and beer, at retail for consumption within the Premises (including the outdoor seating area), subject to and in accordance with all applicable provisions of the liquor license and this Lease. Tenant shall not change the restaurant concept or use the Premises for any use other than the Permitted Use without Landlord's prior written approval. In no event shall Tenant be allowed to compete with Landlord's other tenants including, but not limited to, the operation of an 'Asian style' or 'Chinese style' restaurant and/or service of 'Asian style' or 'Chinese style' cuisine, or a coffee shop. Landlord reserves the right to establish, modify and enforce reasonable rules and regulations with respect to any outdoor seating, and Tenant agrees that the furniture, fixtures, furnishings and moveable articles to be installed or used by Tenant in connection with the outdoor seating, and all replacements thereof, shall be subject to Landlord's prior approval and shall be neatly and attractively arranged and kept clean and orderly at all times. All permitted uses shall be subject to applicable law, including but not limited to municipal approvals required for outdoor seating at the Premises. Tenant acknowledges that its obligations under this Lease are not contingent upon Tenant's ability to use the outdoor seating area.

## ARTICLE 5

### RENTAL

**Section 5.1 Rental Payable.** Beginning on the Rent Commencement Date, Tenant agrees to pay Landlord as rental for the Premises ("Rental"), the following:

- (a) the Annual Basic Rental; plus
- (b) the Percentage Rent; and
- (c) all additional sums, charges or amounts of whatever nature to be paid by Tenant to Landlord under the terms of this Lease, whether or not such sums, charges or amounts are referred to as rental or additional rental ("Additional Rental");

provided, however, that the Annual Basic Rental and the Percentage Rent shall be appropriately prorated for any partial Lease Year.

**Section 5.2 Annual Basic Rental.** Annual Basic Rental at the annual rates specified in Section 1.1 for the respective Lease Years shall be payable commencing on the Rent Commencement Date in equal monthly installments, in advance, on the first day of each full calendar month during the Term, and prorated for any partial calendar month.

The first Lease Year shall be the period of twelve full calendar months commencing on the Rent Commencement Date, if the Rent Commencement Date falls on the first day of a calendar month, or otherwise commencing on the first day of the first calendar month occurring after the Rent Commencement Date, in which event the first Lease Year shall include the partial calendar month following the Rent Commencement Date. The second Lease Year, and each succeeding Lease Year thereafter, shall be the period of twelve calendar months commencing upon the expiration of the preceding Lease Year.

**Section 5.3 Payment of Rental.** Tenant shall pay all Rental when due and payable, without any set-off or deduction therefrom, nor any prior demand therefor whatsoever. In the event that any Rental is not paid within seven (7) days of the due date, Tenant shall pay as a late payment charge an additional amount equal to Two Hundred Dollars (\$200.00) for each calendar week or portion of a calendar week commencing after such seven-day period until such Rental (together with all accrued late payment charges) is paid in full. Such late payment charge shall be in addition to, and not in limitation of, Landlord's other rights and remedies in the event of such late payment. Any Additional Rental due shall be payable, unless otherwise provided herein, with the next monthly installment of Annual Basic Rental. Rental shall be paid to Landlord at Landlord's Address set forth in Section 1.1 hereof or at such other place as Landlord may, from time to time, designate in a notice to Tenant. No payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as other than a payment on account, nor shall any endorsement or statement on a check for a lesser amount, or upon any letter accompanying such check, that such lesser amount is payment in full, be deemed an accord and satisfaction or given any effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

**Section 5.4 Percentage Rent.** During the Term, Tenant shall pay Percentage Rent in accordance with the terms of this Section 5.4. Percentage Rent shall be due and payable on a monthly basis on or before the tenth (10th) day following the end of each calendar month during the Term. Each monthly payment of Percentage Rent shall be equal to (a) the Percentage Rental Rate multiplied by the amount by which the Tenant's year-to-date Gross Sales during such calendar year exceed the Percentage Rent Breakpoint less (b) the sum of the Percentage Rent payments made previously by Tenant with respect to such calendar year.

As soon as practicable after the end of each calendar year (but in no event later than 45 days after the end of such calendar year), Tenant shall deliver to Landlord a statement of Gross Sales for such calendar year as provided in Section 5.6. Based on such certified annual statement of Gross Sales and any corrections thereto, the Percentage Rent paid or payable with respect to such calendar year shall be adjusted between Landlord and Tenant, if applicable, and Tenant shall pay any underpayment to Landlord simultaneously with the delivery of the annual certified statement of Gross Sales. Provided that Tenant is not then in default under any of the terms or covenants of this Lease, any overpayment shall be credited against Percentage Rent subsequently due (or, if such adjustment is to be made after the expiration of the Term, any overpayment shall be paid to Tenant).

For the purposes of calculating Percentage Rent: (1) each calendar year during the Term shall be considered an independent accounting period and the amount of Gross Sales in any calendar year shall not be carried over into any other calendar year, and (2) in the event any calendar year during

the Term is less than a period of twelve calendar months (for example, in the first and last partial calendar years during the Term) the Percentage Rent Breakpoint(s) shall be reduced by multiplying the Percentage Rent Breakpoint by a fraction, the numerator of which is the number of days in such partial calendar year and the denominator of which is 365.

**Section 5.5 “Gross Sales” Defined.** For purposes of this Lease, “Gross Sales” means the actual sales prices of all food and beverages (including without limitation alcoholic beverages) and all other goods, wares, merchandise and other items sold, leased, licensed or delivered and the actual charges for all services performed or delivered by Tenant or any affiliate of Tenant in, at, from, or arising out of the use of the Premises (including without limitation catering, delivery, take-out and other such services), whether for wholesale, retail, cash, credit, or otherwise, without reserve or deduction for inability or failure to collect. Gross Sales shall include, without limitation, sales and services (i) where the orders therefor originate in, at, from or arising out of the use of the Premises, whether delivery or performance is made from the Premises or from some other place, (ii) made or performed by or pursuant to mail, telephone, or internet orders to or from the Premises, (iii) made or performed by means of mechanical or other vending devices in the Premises, or (iv) which Tenant, in the normal and customary course of its business, would credit or attribute to its operations at the Premises or any part thereof. Gross Sales shall include all fees and charges, including without limitation admission or cover charges, room charges, service charges, COVID-19 surcharges and the like. Gross Sales shall also include any so-called “retail display allowances” or other promotional or advertising income received by or credited to Tenant on account of displays, promotions, advertising or other activities at the Premises. Any deposit not refunded shall be included in Gross Sales. Each installment or credit sale shall be treated as a sale for the full price in the month during which such sale is made, regardless of the time when Tenant receives payment therefor and without deduction for any fee payable to the credit issuer.

The following shall not be included in Gross Sales: returns to suppliers, shippers or manufacturers, cash or credit refunds to customers on transactions (not to exceed the actual selling price of the item returned) otherwise included in Gross Sales, sales of trade fixtures, machinery and equipment after use thereof in the conduct of Tenant’s business, amounts collected and paid by Tenant to any government agency for any sales with respect to sales or services included in Gross Sales (such as sales taxes collected from customers of the Premises), all employee and/or staff meal discounts and gratuities collected from customers of the Premises, the proceeds of property insurance received by the Tenant for loss or damage to the Tenant’s merchandise or equipment while located in or in transit to the Premises, the proceeds of business interruption insurance (provided that proceeds of business interruption insurance that are treated as gross income for tax purposes shall be included in Gross Sales), charitable contributions and complimentary meals and beverages, service or similar sales fees imposed upon Tenant by Mastercard, Visa, American Express and similar institutional, national (or international) charge/credit card programs and paid by Tenant thereunder upon such charge or credit sales made in the Premises by Tenant to its customers, provided such service fees are absorbed in (that is, paid from) the sales price, and delivery charges paid to third parties not affiliated with Tenant.

**Section 5.6 Statements of Gross Sales.** Tenant shall deliver to Landlord, on or before the tenth (10th) day following each calendar month during the Term (including the tenth (10th) day of the month following the expiration or sooner termination of the Term) a written statement in the form reasonably required by Landlord detailing Gross Sales for each day during the applicable period and showing the amount of Gross Sales for such calendar month and for the year to date, as

determined in accordance with the provisions of this Lease and with generally accepted accounting principles. Each such statement shall include monthly report(s) generated by Tenant's point of sale (POS) system, and shall be compiled and certified as correct by the chief financial officer of Tenant. The first such statement shall include the amount of Gross Sales for the fractional calendar month, if any, at the commencement of the Term.

In addition, Tenant shall deliver to Landlord (i) within forty-five (45) days after the close of each calendar year and after the expiration or sooner termination of the Term, a statement of Gross Sales, as determined in accordance with generally accepted accounting principles, for the preceding calendar year, such annual statement to be compiled by the chief financial officer of Tenant or a certified public accountant employed by Tenant, and certified as accurate and complete by the chief financial officer and the chief executive officer of Tenant, (ii) as and when such statement is furnished to the applicable taxing authority, copies of any sales tax, meals tax, franchise tax, income tax or other statement furnished to any federal, state or local taxing authority showing the amount of Tenant's sales from the Premises, whether or not such statement is required to list all income which is included within Gross Sales, and (iii) not later than sixty (60) days after the expiration or earlier termination of this Lease, a statement compiled by an independent certified public accountant reasonably acceptable to Landlord of all Gross Sales arising out of Tenant's operations at the Premises during the Term. If Tenant shall fail to deliver such certified annual statement to Landlord within said period as described in clause (i) above, Landlord shall have the right, after notice and thirty (30) days cure period, to employ an independent certified public accountant to examine such books and records, including, without limitation, all records as may be necessary to certify the amount of Tenant's Gross Sales for such calendar year, and Tenant shall pay to Landlord the reasonable cost of such audit, as Additional Rent, upon demand.

## ARTICLE 6

### UTILITIES AND SERVICES

**Section 6.1 Utilities.** Tenant shall pay directly, as they become due, all bills and charges for electricity, natural gas, water and sewer, and other utilities (whether used for furnishing heat or for other purposes) that now or hereafter may be used upon or furnished to the Premises. Electricity (including electricity used in providing heating, ventilating and air-conditioning service and hot water), and natural gas furnished to the Premises are separately metered.

Excepting only repairs and replacements that are Landlord's responsibility under Section 10.1, Tenant shall be responsible for repair, maintenance and replacement of all HVAC equipment, all electrical, gas and plumbing equipment, all hot water heaters and related equipment, sprinklers and other fire protection and security systems, and all other utility and appurtenant equipment serving the Premises (whether or not located within the Premises), so as to maintain all such equipment in good working order at all times. Tenant shall purchase and maintain during the Term standard maintenance and repair contracts for all major new utility equipment installed to serve the Premises. Landlord shall have no obligation to provide utilities other than as set forth in this Section 6.1 and by means of the equipment within the Premises and the Building as of the Commencement Date. In the event Tenant requires additional utilities or equipment, the installation and maintenance thereof shall be Tenant's sole obligation and at Tenant's sole cost,

provided that such installation shall be subject to the prior written consent of Landlord as provided in this Lease.

**Section 6.2 Services.** Tenant shall make all arrangements for and pay all connection, installation and service charges for security alarm and fire safety and protection systems and tel/data systems, and shall arrange and pay for any cleaning or other services of any kind desired by Tenant or necessary in the use and operation of the Premises.

## ARTICLE 7

### TAXES

**Section 7.1 Landlord to Pay Real Estate Taxes.** Landlord shall be responsible for the payment, before the same become delinquent, of all general and special taxes, including assessments for local improvements, and other governmental charges which may be lawfully charged, assessed or imposed upon the Building and the Lot (collectively, "Taxes"). However, if authorities having jurisdiction assess or impose Taxes which the Landlord considers excessive, Landlord may defer payment thereof to the extent permitted by the laws of the jurisdiction in which the Lot is located, so long as the validity or the amount thereof is contested by Landlord in good faith, and so long as Tenant's occupancy of the Premises is not disturbed.

### **Section 7.2 Tenant's Share of Taxes.**

(a) Tenant shall pay, as Additional Rental, Tenant's Proportionate Share of Taxes. Tenant shall pay to Landlord pro rata monthly installments on account of the projected Taxes for each Lease Year, calculated by Landlord on the basis of the most recent tax data or budget available, with an adjustment made after the close of such Lease Year to account for actual Taxes for such Lease Year. If the total of such monthly installments in any Lease Year is greater than Tenant's actual Proportionate Share of Taxes for such Lease Year, Tenant shall be entitled to a credit against Tenant's Rental obligations hereunder in the amount of such difference. If the total of such monthly installments is less than Tenant's actual Proportionate Share of Taxes for such Lease Year, Tenant shall pay to Landlord the amount of such difference promptly upon (and in no event more than fifteen (15) days after) billing therefor accompanied by a statement of the Taxes for such year. If the amount of such difference is not paid to Landlord within fifteen (15) days after billing therefor, then, in addition to all other remedies available to and late charges or penalties payable to Landlord hereunder, Tenant shall pay to Landlord interest at the Default Rate on the amount of such difference from the date of billing therefor until paid.

(b) If any Taxes with respect to which Tenant shall have paid Tenant's Proportionate Share shall be adjusted to take into account any abatement or refund, Tenant shall be entitled to a credit against Rental obligations hereunder in the amount of Tenant's Proportionate Share of such abatement or refund, less Tenant's Proportionate Share of any costs or expenses, including attorney's fees of Landlord, of securing such abatement or refund.

(c) If some method or type of taxation shall replace the current method of assessment of real estate taxes, or the type thereof, Tenant agrees that Tenant shall pay Tenant's equitable share of the same computed in a fashion consistent with the method of computation herein provided, to the

end that Tenant's costs on account thereof shall be, to the maximum extent practicable, the same as Tenant would bear under the foregoing paragraphs.

(d) For purposes of this Article 7 only, "Lease Year" shall mean any fiscal year from July 1 to June 30, except that the first Lease Year during the term of this Lease shall commence on the Rent Commencement Date and end on the next following June 30 and the last Lease Year during the term of this Lease shall end on the date this Lease terminates.

(e) Tenant shall have the right at its own expense to contest the validity of or seek an abatement of Taxes, in the Tenant's name or in the name of Landlord, and Landlord agrees to cooperate with Tenant in any such contest or abatement, provided that Landlord shall not be required to make any expenditures in connection with such cooperation. The proceeds of any abatement award obtained by Tenant shall be applied first to reimburse the parties for their costs and expenses, including attorney's fees, of obtaining such abatement, second to reimburse Tenant for any payments made to Landlord which were attributable to Taxes that were abated, and third, the balance shall be paid to Landlord.

**Section 7.3 Tenant to Pay Proportionate Share of Other Taxes.** Tenant shall pay, as Additional Rental, when and as designated by notice in writing by Landlord, Tenant's Proportionate Share of Other Taxes payable with respect to or allocable to the Lot and/or the Building for any Lease Year or partial Lease Year during the Term. The term "Other Taxes" shall mean any and all ad valorem taxes and assessments, general and special assessments, user fees (including for example, but without limitation, fire user fees), taxes on real estate rental receipts, or any other tax (other than real estate taxes as currently assessed) imposed upon or levied against real estate or upon owners of real estate as such rather than persons generally.

## ARTICLE 8

### IMPROVEMENTS

#### **Section 8.1 Tenant's Improvements.**

(a) From and after the Commencement Date, Tenant shall have access to the Premises to initiate the planning, design and construction of Tenant's leasehold improvements ("Tenant's Improvements"). Tenant's Improvements shall be performed at Tenant's sole expense. All Tenant's Improvements shall be constructed in accordance with the Permits and Tenant's Approved Plans (hereafter defined) and shall include, but not be limited to, the performance of all construction necessary for the operation of the Permitted Use, including electrical, plumbing and other utilities, restroom alterations, structural modifications, the installation of new fixtures, walls, ceilings, floor treatments, HVAC, HVAC duct work, any necessary wall or roof penetrations, the construction of a new storefront if necessary, and any other work necessary in order to ensure that the Premises and the Building (to the extent affected by Tenant's Improvements) comply with applicable local, state and federal laws, including, without limitation, the federal Americans With Disabilities Act and state and local laws and regulations concerning access and facilities for disabled persons. If any conflict shall arise between Tenant's Approved Plans and the provisions of this Section 8.1, Tenant's Approved Plans shall control.

If Tenant's operations shall include any cooking which uses or creates grease, Tenant shall install a grease collecting system as part of the Premises' exhaust system. Landlord would prefer that any penetrations to the exterior of the Building required for Tenant's kitchen exhaust system be through the back wall of the Building rather than through the roof, if possible. If roof penetrations are necessary, Tenant shall take any and all steps necessary to ensure that any roof penetrations from Tenant's Improvements or any other alterations performed by Tenant in accordance with Section 10.4 hereof shall be performed with special care so as to avoid damage or water intrusion (the roof is relatively new and is shared with adjoining space), and Tenant shall employ Rowland Roofing and Cladding to perform any work on or affecting the roof, so as to maintain the existing roof warranty.

(b) Tenant shall obtain Landlord's written approval of the architectural renderings, if applicable, and all construction plans and specifications for all Tenant's Improvements prior to commencing Tenant's Improvements. Such approved plans and specifications, including any modifications thereof so approved by Landlord, are referred to herein collectively as "Tenant's Approved Plans." The process for Landlord's review and approval of Tenant's Approved Plans shall be as set forth in Section 10.4 hereof. All subsequent modifications of Tenant's Approved Plans are subject to such review and approval. In addition, Tenant shall deposit with Landlord the policies or certificates of insurance required pursuant to Section 12.3, Section 12.4 and Section 12.6 hereof prior to entering the Premises to undertake Tenant's Improvements or any part thereof. During any period from the Commencement Date to the Rent Commencement Date, Tenant shall perform and comply with all duties and obligations imposed by this Lease, except for the payment of Rent, including, without limitation, those provisions relating to insurance and indemnification.

(c) In lieu of a tenant improvement allowance, Tenant shall receive a credit of \$30,000 toward Annual Basic Rental, such credit to be applied in equal monthly installments over the first 12 months following the Rent Commencement Date. Accordingly, the adjusted Annual Basic Rental for the first Lease Year will be \$53,000 (\$4,416.67/month). Provided, however, that if the Lease is terminated on account of a breach or default by Tenant within five (5) years of the Commencement Date, then such \$30,000 credit shall be repayable and shall be added to Tenant's liability for damages on account of such breach or default. Except for the credit described in this paragraph, Tenant's Improvements, and all other improvements, alterations and installations of any kind, whether required by law or proposed by Tenant, in connection with or as a result of Tenant's use and occupancy of the Premises, shall be at the sole expense of Tenant.

(d) All of Tenant's Improvements shall be subject to and performed in accordance with the provisions of Article 10. Tenant's activities shall be conducted so as not to unreasonably interfere with or disrupt the operations of Landlord or of other tenants or occupants of the Building or adjoining buildings. Any alterations or damage to the sprinkler, heat/smoke detection, security alarm or other systems, fixtures, equipment or property in the Premises or the Building which may be necessitated or caused by Tenant's Improvements shall be performed or repaired, as the case may be, at Tenant's sole expense. In no event shall Landlord be responsible for the performance of or payment for any improvements, alterations or installations in or to the Premises or the Building. Tenant shall, at its expense, remove from the Premises and from the Building and the Lot all trash which may result from Tenant's Improvements and Tenant's move-in and opening activities and, should Tenant's fail to do so, Landlord may, in addition to any other right or remedy of the Landlord, remove such trash without notice to Tenant, at Tenant's expense, and the expenses

so incurred by Landlord shall be due and payable by Tenant as Additional Rental upon demand. Upon the expiration of the Term or earlier termination of this Lease, all improvements to the Premises and the Building made or performed by Tenant pursuant to Sections 8.1 or 10.4 hereof (other than Tenant's furniture, trade fixtures and equipment) shall be surrendered to and shall become the property of Landlord; provided, however, that Landlord reserves the right to require Tenant to remove any alterations at Lease expiration.

**Section 8.2 Mechanic's Liens.** No work which Landlord permits Tenant to do or which Tenant is obligated to perform pursuant to this Lease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord so that no mechanic's or other lien shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or its contractors on or about the Premises. In the event any mechanic's or other lien shall at any time be filed against the Premises or the Building or Lot by reason of work, labor, services or materials performed or furnished, or alleged to be performed or furnished, to Tenant or to anyone holding the Premises through or under Tenant, Tenant shall forthwith cause the same to be discharged of record or bonded to the satisfaction of Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may discharge the same by paying the amount claimed to be due or may cause the same to be bonded, and the amount so paid by Landlord including reasonable attorney's fees incurred by Landlord in either defending against such lien or procuring the discharge or bonding of such lien, together with interest thereon at the Default Rate, shall be due and payable by Tenant to Landlord as Additional Rental upon demand.

**Section 8.3 Tenant's Trade Fixtures.** Provided that Tenant shall not at such time be in default of any terms or covenants of this Lease, all trade fixtures, equipment and apparatus (as distinguished from leasehold improvements) owned by Tenant and installed in the Premises shall remain the property of Tenant and shall be removable at any time, including upon the expiration of the Term, provided that Tenant shall repair any damage to the Premises caused by the removal of said fixtures or equipment and shall restore the Premises to its condition prior to the installation of said fixtures or equipment. If Tenant is in default, Tenant shall not remove or permit the removal of said property, except to the extent specifically directed by Landlord, until all defaults have been cured. Unless otherwise directed by Landlord, Tenant shall, not later than two (2) days after expiration of the Term hereof or earlier termination of this Lease, remove all of Tenant's trade fixtures and equipment, and repair any damage caused by such removal and restore the Premises to its condition prior to the installation of such fixtures and equipment.

## ARTICLE 9

### OPERATIONS

**Section 9.1 Operations by Tenant.** In regard to the use and occupancy of the Premises, Tenant shall at its expense: (a) keep the inside and outside of all glass in the doors and windows of the Premises clean; (b) keep all exterior store surfaces in and about the Premises clean; (c) replace promptly any cracked or broken glass in and about the Premises (including store-front and other perimeter windows) with glass of like kind and quality; (d) maintain the Premises in a clean,

orderly and sanitary condition (including daily cleaning of exhaust hoods and similar equipment), and free of insects, rodents, vermin and other pests (if requested by Landlord, Tenant shall have the Premises professionally exterminated at least once per month, or more often if directed by Landlord, by an exterminator approved by Landlord), and have all hoods, ducts, fans and plenums cleaned at least once every three (3) months by an independent cleaning service company, and have all automatic fire-extinguisher systems servicing baking or cooking appliances, including hoods and ducts, serviced and tested at least once every six (6) months by an independent service contractor, and clean all filters at least once per week; (e) keep any garbage, trash, rubbish or other refuse in vermin-proof containers within the interior of the Premises until removed, remove garbage, trash and rubbish from the interior of the Premises and place it in a dumpster or other vermin-proof container at the rear of the Building, and arrange and pay for regular removal of such dumpster or container, in coordination with the tenant(s) occupying the adjoining space in the Building commonly known as and numbered 1655 Beacon Street, Brookline, Massachusetts; (f) clear the entrances to the Premises and the sidewalk areas in front of the Premises, on at least a daily basis, of all garbage, trash, rubbish and refuse, provided that if Tenant maintains outdoor seating facilities at the Premises, Tenant shall diligently and continuously monitor and maintain such facilities so as to ensure that all trash and rubbish of any kind is immediately cleared; (g) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises; (h) comply with all laws, ordinances, rules and regulations of governmental authorities now or hereafter in force and with any lawful direction of any public officer, and all recommendations of Landlord's fire insurance underwriters or rating organization now or hereafter in effect, and provide adequate fire and security protections, including, without limitation, maintaining at least two (2) ABC commercial fire extinguishers (or more if required by local authorities or insurance company requirements) in the Premises; (i) comply with and observe all rules and regulations established by Landlord from time to time; (j) conduct business in good faith and in all respects in a dignified manner in accordance with high standards of restaurant operation; and (k) open the Premises for business during the hours of 5pm to 11pm (or later if needed), seven days per week with brunch on Sundays, excluding Christmas and Thanksgiving, subject to Landlord's reasonable approval and local ordinances.

In regard to the use and occupancy of the Premises and Common Areas, Tenant shall not: (i) place or maintain any merchandise, trash, refuse or other articles in any vestibule or entry of the Premises, in the hallways adjacent thereto or elsewhere on or about the exterior of the Premises so as to obstruct any doorway, hallway, sidewalk, driveway, or other Common Area; (ii) use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, public address systems, sound amplifiers, or reception of radio to television broadcasts which is in any manner audible or visible outside of the Premises; (iii) permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or without the Premises; (iv) cause or permit objectionable smells or odors (as determined by Landlord in its reasonable discretion, and Landlord hereby acknowledging and agreeing that some odors and smoke are associated with the normal operation of a restaurant and that the presence of such normal odors within the Premises and normal smoke within the kitchen of the Premises shall not constitute a breach of the foregoing covenant or a violation of any rules or regulations of Landlord, provided such odors or smoke or the emission thereof do not violate regulations or guidelines of local governmental authorities) to emanate or to be dispelled from the Premises; (v) solicit business in the Common Areas; (vi) distribute handbills or other advertising matter in the Common Areas; (vii) use any Common Area adjacent to the Premises for the sale or display of any merchandise or for any other business, occupation or

undertaking; (viii) conduct or permit to be conducted by others any auction, fire, going out of business, bankruptcy, or other similar type sale in or in connection with the Premises; (ix) commit or suffer to be committed any waste upon the Premises or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant or occupant of the Building or any adjacent building, or use or permit the use of any portion of the Premises for any unlawful purpose or for activity of a type which is not generally considered appropriate for first class restaurant operations conducted in accordance with good and generally accepted standards of operation; (x) place a load upon any floor which exceeds the load which the floor was designed to carry; or (xi) conduct business in the Premises under any name other than Tenant Trade Name or any other trade name approved by Landlord.

**Section 9.2 Signs and Advertising.** Tenant will not place or suffer to be placed or maintained on the exterior of the Premises or the Building or in any Common Areas any sign, advertising matter or any other thing of any kind, and will not place or maintain any sign, decoration, lettering, or advertising matter on the glass of any window or door of the Premises or on any awning unless such sign, decoration, lettering or advertising is professional in appearance and has been approved in advance in writing by Landlord. If the approval of municipal boards or officials is required with respect to any such sign, decoration, lettering or advertising, such approval shall be Tenant's sole responsibility, and Tenant shall request and obtain Landlord's approval thereof in writing prior to requesting the approval of such boards and officials. Subject to the foregoing conditions, Tenant shall have the right to install a sign on the existing sign band on the exterior of the Building, and the right to paint on the existing brick façade in the same location as the previous tenant. Tenant will, at its sole cost and expense, maintain any such sign, decoration, lettering, advertising matter, or other thing as may be permitted hereunder in good condition and repair at all times.

**Section 9.3 Painting and Displays by Tenant.** Tenant will not paint or decorate any part of the exterior of the Premises, or any part of the interior visible from the exterior thereof, without first obtaining Landlord's written approval.

## ARTICLE 10

### REPAIRS AND ALTERATIONS

**Section 10.1 Repairs To Be Made By Landlord.** Landlord's sole repair obligations under this Lease are, at its expense, to make or cause to be made major structural repairs to the roof, foundation, exterior walls and water and sewer lines servicing the Premises (excluding, however, all doors, door frames, storefronts, windows and glass, and excluding all of Tenant's obligations under Section 8.1 or other provisions of the Lease, and provided that Landlord makes no representations as to the basement of the Premises and will not be responsible for ensuring that the basement is water-tight, Tenant acknowledging that it is solely responsible for the safety and protection of its property and equipment located within the Premises including the basement), provided Tenant shall give Landlord notice of the necessity for such repairs and provided that the necessity for such repairs shall not arise from nor be caused by the negligence or willful acts of Tenant, its agents, concessionaires, officers, employees, licensees, invitees or contractors. Landlord's obligations under this Section 10.1 are subject to the provisions of Article 13. "Major structural repairs" shall for the purposes of this Section 10.1 mean repairs that require the replacement or reconstruction of the entire damaged structural item. Landlord's responsibility for

repair or replacement of water and sewer lines shall be limited to the portions of such lines located exterior to the Building and extending through the foundation of the Building to the point one foot beyond the interior foundation wall.

In addition: (a) Landlord shall be responsible for all maintenance and repairs to the HVAC system serving the Premises as of the Commencement Date, for the first winter (heating) season and the first summer (cooling) season during the Term of the Lease, and (b) provided Tenant properly maintains the HVAC system after the first year, if the HVAC system serving the Premises as of the Commencement Date, or any major component of such HVAC system (e.g. compressor or condenser), is required to be replaced within thirty-six (36) months after the Commencement Date, Landlord shall be responsible for such replacement at Landlord's expense. In the event of any such replacement, Tenant shall be responsible for maintenance and repair of the new HVAC system or major component thereof, as applicable, after such replacement. Tenant shall be responsible for HVAC ductwork and distribution, for the existing system and any replacement system.

**Section 10.2 Repairs To Be Made By Tenant.** All repairs to the Premises or any improvements, installations, equipment or facilities therein, including utility lines and equipment which serve only the Premises but are located outside of the Premises, other than those repairs required to be made by Landlord pursuant to Section 10.1 or Article 13 hereof, shall be made by Tenant at its expense. Without limiting the generality of the foregoing, Tenant will keep the interior of the Premises, together with all electrical, plumbing, drainage, heating, air-conditioning, sprinkler/fire safety and other mechanical installations located in or serving only the Premises in good order and repair and will make all replacements thereto from time to time required at its expense; and will surrender the Premises at the expiration or earlier termination of the Term in as good condition as when received, excepting only ordinary wear and tear (but not obsolescence) and damage by Casualty (other than Casualty caused by negligence of Tenant, its agents, concessionaires, officers, employees, contractors, licensees or invitees). Tenant will not overload the electrical wiring which may be required in connection with Tenant's equipment.

**Section 10.3 Damage to Premises.** Tenant will repair promptly, at its expense, any damage to the Premises and, upon demand, shall reimburse Landlord as Additional Rental for the cost of the repair of any damage elsewhere in the Building caused by bringing into the Premises or the Building any property for Tenant's use, or by the installation or removal of such property, regardless of fault or by whom such damage shall be caused (unless caused by Landlord, its agents, employees, or contractors); and in default of such repairs by Tenant, at the expiration of five (5) days after notice to Tenant, Landlord may exercise its self-help rights provided in Section 18.15 hereof.

**Section 10.4 Alterations by Tenant.** Tenant will not make any alterations, renovations, improvements or other installations in, on or to the Premises or any part thereof (including, without limitation, any alterations of the store front, sign box or awnings, structural alterations, or any cutting or drilling into any part of the Premises or the Building or any securing of any fixture, apparatus, or equipment of any kind to any part of the Premises or the Building) until Tenant shall have received Landlord's prior written approval of plans and specifications therefor, as provided in this section. If the approval of any municipal board or official is required with respect to any such alterations, renovations, improvements or installations, Tenant shall obtain Landlord's

approval thereof in writing prior to requesting the approval of such board or official. If such approval is granted, Tenant shall cause the work described in such plans and specifications to be performed, at its expense, promptly, efficiently and competently by duly qualified or licensed persons or entities without interference with or disruption of the operations of Landlord or of tenants or other occupants of the Building or adjacent buildings. Landlord agrees that the foregoing provision is not intended to require Tenant to use union labor in the performance of any work Tenant may perform or cause to be performed in the Premises. All such work shall comply with all applicable codes, rules, regulations and ordinances and shall be performed in accordance with the requirements of Article 8 hereof. Notwithstanding the foregoing, Landlord agrees that Tenant may make non-structural alterations which cost less than \$50,000 in the aggregate and do not affect Building structure or systems without Landlord's prior consent.

Tenant shall submit Tenant's construction plans and specifications for Tenant's Improvements to Landlord for its review and approval on or before that date which is sixty (60) days after the Commencement Date. With respect to plans and specifications for either Tenant's Improvements or any subsequent alterations for which Landlord's approval is required pursuant to this Section 10.4, Landlord shall have a period of ten (10) business days to review Tenant's plans and specifications; provided, however, that Landlord shall be deemed to have approved such plans and specifications if Landlord does not approve or disapprove of such plans and specifications in writing prior to the expiration of such 10 business day period; this provision shall apply to any subsequent submission or re-submission by Tenant.

**Section 10.5 Changes and Additions to the Building.** Landlord reserves the right at any time and from time to time (a) to make additions, alterations, improvements and modifications to and rearrangements of the Building or the Lot, including the Common Areas; (b) to convert Common Areas into leasable areas; and (c) to expand the size of the Building by acquiring or making available additional land or space and constructing additions thereon; provided, however, that no such changes or additions shall (i) deny reasonable access to and egress from the Premises, or (ii) block (other than temporarily) visibility of the Premises from the street.

## ARTICLE 11

### COMMON AREAS AND OPERATING COSTS

**Section 11.1 Maintenance and Operation of Common Areas.** Tenant shall be responsible for snow removal on the sidewalk in front of the Premises; without limitation, Tenant shall clear snow from the entire sidewalk area in front of the Premises, including snow banks at the street curb, so that trash dumpsters used by Tenant can be loaded and unloaded in front of the Premises—dumpsters shall not be loaded, unloaded or handled in front of the restaurant located at 1651 Beacon Street in any circumstances. Tenant shall also be responsible for the regular maintenance and cleaning of the common alley-way serving the Premises and the area to the rear of the Building (including paved surfaces, walls and drainage pipes), including the unpaved embankment area in the rear. Without limitation, Tenant shall (i) maintain the two wall-mounted, high-sodium outdoor light fixtures in the common side and rear alley, with a timer to provide for lighting of the alley for at least the hours of 10:30 p.m. to 3:30 a.m., and (ii) regularly clean out the storm drain in the common alley as necessary, and keep the common alley free from snow, ice, rubbish and obstructions. Landlord will have the right (a) to establish, modify and enforce reasonable rules

and regulations with respect to the Common Areas; (b) to enter into, modify and terminate easements and other agreements pertaining to the use and maintenance of the Common Areas; (c) to close all or any portion of the Common Areas to such extent as may, in the opinion of Landlord, be necessary to prevent the accrual of any rights to any person or to the public therein; and (d) to do and perform such other acts in and to the Common Areas as Landlord shall determine to be advisable; provided that actions taken by Landlord pursuant to this sentence shall be taken in such a manner as not to unreasonably interfere with Tenant's use of the Premises.

**Section 11.2 Definition of "Operating Costs"** For the purposes of this Lease "Operating Costs" shall include all costs and expenses incurred by Landlord or its agents for services in connection with the operation, management, repair and maintenance (collectively, "the Operation") of the Building, including the Common Areas, all electrical, mechanical, plumbing, and other systems serving the Building, including the Common Areas (other than systems required to be maintained by Tenant), and the Lot, including all paved areas and other improvements therein or thereon (collectively, "the Property"), including, without limitation, the following:

- (i) The cost of all other services, materials and supplies furnished or used in the Operation of the Property;
- (ii) Insurance premiums;
- (iii) The costs of installing and maintaining landscaping, drainage and other site improvements;
- (iv) Amounts paid to independent contractors including without limitation handymen, carpenters, engineers, mechanics, electricians and plumbers, for services, materials and supplies furnished in connection with the Operation of the Property;
- (v) Costs of capitalizable repairs and replacements in or to the Property; provided, that with respect to any item of Operating Costs that is treated as a capital expenditure under generally accepted accounting principles, Landlord shall amortize the cost of such item over the useful life of such item (as determined by generally accepted accounting principles); and
- (vi) All other costs and expenses reasonably incurred in connection with the Operation of the Property.

Operating Costs shall be computed on an accrual basis and, subject to the terms hereof, shall be determined in accordance with generally accepted accounting principles consistently applied. Operating costs may be incurred directly or by way of reimbursement, and shall include taxes applicable hereto.

**Section 11.3 Tenant's Share of Operating Costs** Tenant shall pay, as Additional Rental, Tenant's Proportionate Share of Operating Costs. Tenant shall pay to Landlord pro rata monthly installments on account of the projected Operating Costs for each calendar year, calculated by Landlord on the basis of the most recent Operating Costs data or budget available, with an adjustment made after the close of the calendar year to account for actual Operating Costs for such calendar year. If the total of such monthly installments in any calendar year or partial calendar

year within the Term of this Lease is greater than Tenant's actual Proportionate Share of Operating Costs for such calendar year or partial calendar year, Tenant shall be entitled to a credit against Tenant's Rental obligations hereunder in the amount of such difference. If the total of such monthly installments is less than Tenant's Proportionate Share of actual Operating Costs for such calendar year or partial calendar year, Tenant shall pay to Landlord the amount of such difference promptly upon (and in no event more than ten (10) days after) billing therefor, accompanied by a statement summarizing the Operating Costs for such year or partial year. If the amount of such difference is not paid to Landlord within ten (10) days after billing therefor, then, in addition to all other remedies available to and late charges and penalties payable to Landlord hereunder, Tenant shall pay to Landlord interest at the Default Rate on the amount of such difference from the date of billing therefor until paid. If the total of Tenant's monthly installments is greater than Tenant's Proportionate Share of actual Operating Costs for such calendar year or partial calendar year, the amount of such difference shall be credited to Tenant's subsequent monthly installment(s) or, if the Term has then expired, shall be paid to Tenant.

**Section 11.4 Adjustment to Proportionate Share.** Notwithstanding anything contained herein, however, in the event that any tax is assessed, imposed or levied on any alterations, additions, or improvements made to the Premises by Tenant, or any Operating Costs are incurred solely due to or as a result of Tenant's use or occupancy of the Premises or any act, omission or negligence of Tenant, Tenant's Proportionate Share thereof shall equal 100% of such amount and such amount shall be payable in addition to Tenant's Proportionate Share of Operating Costs computed pursuant to this Lease.

## ARTICLE 12

### INDEMNITY AND INSURANCE

**Section 12.1 Indemnity by Tenant.** To the maximum extent permitted by law, Tenant shall indemnify and save harmless Landlord, the members, managers, beneficiaries, officers, agents, representatives and employees of Landlord and those in privity of estate with Landlord, from and against all claims, expenses or liability of whatever nature arising directly or indirectly from: (a) any default, act, omission or negligence of Tenant, or Tenant's contractors, licensees, sublessees, agents, servants or employees, or the failure of Tenant or such persons to comply with any rule, order, regulation or lawful direction now or hereafter in force of any public authority; or (b) any accident, injury or damage, however caused, to any person or property in or about the Premises; or (c) default by Tenant under any of the terms or covenants of this Lease, or in connection with any mechanical, electrical, plumbing, or any other equipment or installations that are be maintained or repaired by Tenant; or (d) any accident, injury or damage to any person or property occurring outside of the Premises but within the Building or the general area of the Building where such accident, injury or damage results, or is claimed to have resulted, from any act, omission or negligence on the part of Tenant, or Tenant's contractors, licensees, sublessees, agents, servants, employees or customers, or anyone claiming by, through or under Tenant; or (e) the sale of liquor and all alcoholic beverages in and from the Premises, regardless of where any related accident, injury, damage or other claim occurs.

This indemnity and hold harmless agreement shall include indemnity against all expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the

defense thereof with counsel acceptable to Landlord or counsel selected by an insurance company which has accepted liability for any such claim.

**Section 12.2 Landlord Not Responsible for Acts of Others.** Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying any other part of the Building or adjoining buildings, or, to the maximum extent permitted by law, for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, cutting, damage, stoppage or leaking of electrical or telecommunications cables and wires, or water, gas, sewer, steam or other pipes. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises, and to use such other portions of the Common Areas and Building as Tenant is herein given the right to use, at Tenant's own risk.

**Section 12.3 Tenant's Insurance.** At all times after the execution of this Lease, Tenant will take out and keep in force, at its expense:

- (a) commercial general liability insurance, written on an occurrence basis and including contractual liability coverage to cover any liabilities assumed under this Lease, insuring against all claims for injury to or death of persons or damage to property on or about the Premises and on or about the Building; the limit of such general liability coverage shall be not less than Five Million Dollars (\$5,000,000.00) for each occurrence and in the aggregate (such limit may be achieved by a combination of CGL and umbrella/excess liability policies, provided that umbrella/excess policies are written on a follow form basis);
- (b) all-risk casualty insurance, written at replacement cost value and with replacement cost endorsement, covering all of Tenant's Improvements and Tenant's personal property in the Premises (including, without limitation, inventory, trade fixtures and equipment, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease);
- (c) to the extent required by law, worker's compensation or similar insurance in form and amounts required by law, and employer's liability insurance with a limit not less than one million dollars (\$1,000,000);
- (d) business interruption insurance, rent insurance, sprinkler damage insurance, and such other types of insurance coverage and in such amounts as any Mortgagee may require or as may be generally required by responsible landlords in the greater Boston area; and
- (e) for such period of time as Tenant shall serve liquor or other alcoholic beverages, Tenant shall maintain either (i) as part of Tenant's commercial general liability insurance provided in paragraph (a), or (ii) pursuant to a separate policy, on a per-location basis, with minimum limits of coverage of at least Five Million Dollars (\$5,000,000.00), so-called liquor law liability insurance (sometimes also known as "dram shop" insurance) which shall insure Tenant and Landlord and any Mortgagee

or other parties designated by Landlord against any and all claims, demands or actions for personal and bodily injury to, or death of, one person or multiple persons in one or more accidents, and for damage to property, as well as for damages due to loss of means of support, loss of consortium, and the like, including, without limitation, contractual liability coverage for any claims mentioned in Section 12.1.

**Section 12.4 Tenant's Contractors' Insurance.** Tenant shall require any contractor of Tenant performing work on the Premises or the Building to take out and keep in force, at no expense to Landlord:

- (a) commercial general liability insurance, including contractual liability coverage, premises and completed operations coverage, broad form property damage endorsement and contractor's and owner's protective liability coverage, to afford protection to the limit of not less than Two Million Dollars (\$2,000,000.00) for each occurrence and in the aggregate; and
- (b) worker's compensation or similar insurance in form and amounts required by law.

**Section 12.5 Landlord's Insurance.** At all times during the Term, Landlord will maintain in force all-risk casualty insurance insuring the Building for the full replacement cost thereof with such deductibles as Landlord deems advisable.

**Section 12.6 Policy Requirements.** The company or companies writing any insurance which Tenant is required to take out and maintain or cause to be taken out or maintained pursuant to Sections 12.3 and 12.4 hereof as well as the form of such insurance shall at all times be subject to Landlord's and any Mortgagee's approval and any such company or companies shall be licensed to do business in Massachusetts. Each policy evidencing such insurance shall (a) name Landlord, any Mortgagee(s), and such other persons as are in privity of estate with Landlord (as may be set forth in a notice given from time to time by Landlord) and Tenant as named insureds, as their respective interests appear, each with the same effect as if separately insured, (b) provide that the coverage afforded thereby shall be primary and non-contributory as respects any insurance carried by Landlord, or any such persons in privity of estate with Landlord, and (c) contain a provision by which the insurer agrees that such policy shall not be cancelled or amended except after thirty (30) days' written notice to Landlord, and any such persons in privity of estate with Landlord. A duplicate original of such policy shall be deposited with Landlord by Tenant prior to the Commencement Date, and replacement policies shall be delivered to Landlord at least thirty (30) days prior to the expiration thereof. If Tenant shall fail to perform any of its obligations under Sections 12.3 or 12.4 hereof, then in addition to any other right or remedy of Landlord, Landlord may perform the same and the cost thereof shall be deemed Additional Rental and shall be payable upon Landlord's demand.

**Section 12.7 Increase in Insurance Premiums.** Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord's policies of casualty or liability insurance or which will prevent Landlord from procuring such policies from companies acceptable to Landlord. If anything done, omitted to be done or suffered by Tenant to be kept in, upon or about the Premises shall cause the rate of fire or other insurance on the Premises or on other property of Landlord or of others within the Building or in adjacent

buildings to be increased beyond the rate from time to time otherwise applicable to the Premises or to any such property for the use or uses made thereof, Tenant will pay, as Additional Rental, the amount of any such increase upon demand.

**Section 12.8 Waiver of Right of Recovery.** Insofar as, and to the extent that, the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in Massachusetts (even though extra premium may result therefrom), Landlord and Tenant mutually agree that, with respect to any hazard or loss which is covered by casualty insurance then being carried by them, respectively, or required by the terms of this Lease to be carried by them, the one carrying or required to carry such insurance and suffering such loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective casualty insurance companies shall have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective. If the release of either party provided above shall contravene any law with respect to exculpatory agreements, the liability of the party for whose benefit such release was intended shall remain but shall be secondary to that of the other party's insurer.

## ARTICLE 13

### DAMAGE AND DESTRUCTION

**Section 13.1 Definition of "Substantial Damage" and "Partial Damage".** The term "substantial damage", as used herein, shall refer to damage which is of such a character that in Landlord's reasonable opinion the same cannot, in the ordinary course, be expected to be repaired within one hundred twenty (120) calendar days from the time that such repair work would commence. Any damage which is not "substantial damage" is "partial damage".

**Section 13.2 Partial Damage to the Premises.** If during the Term there shall be partial damage to the Premises by fire, the elements, accident or other casualty covered by insurance which Landlord is required to maintain pursuant to section 12.5 hereof (any such causes are referred to herein as "Casualty") and if such damage shall materially interfere with Tenant's use of the Premises as contemplated by this Lease, then, subject to the provisions of Section 13.4 hereof, Landlord shall promptly proceed to restore the Premises (not including improvements and alterations made by Tenant) to substantially the condition in which it was immediately prior to the occurrence of such damage.

**Section 13.3 Substantial Damage to the Premises.** If during the Term there shall be substantial damage to the Premises by Casualty and if such damage shall materially interfere with Tenant's use of the Premises as contemplated by this Lease, Landlord shall promptly restore the Premises (not including improvements and alterations made by Tenant) to the extent reasonably necessary to enable Tenant's use of the Premises, unless Landlord, within ninety (90) days after the occurrence of such damage shall give notice to Tenant of Landlord's election to terminate this Lease pursuant to the provisions of Section 13.4 hereof.

**Section 13.4 Landlord's Option to Terminate Lease.** Notwithstanding the provisions of Sections 13.2 and 13.3 hereof, if there shall be substantial damage to the Premises, or if the Premises are damaged as a result of any cause which is not covered by Landlord's insurance or are damaged in whole or in part during the last eighteen months of the Term, or if the Building is damaged to the extent of thirty percent (30%) or more of the Building's floor area, then in any of such events, Landlord may elect to terminate this Lease by giving to Tenant notice of such election within ninety (90) days after the occurrence of such event. If such notice is given, the rights and obligations of the parties shall cease as of the date of such notice, and Rental (other than any Additional Rental due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination.

**Section 13.5 Abatement of Rent.** If during the Term the Premises shall be damaged by Casualty and if such damage shall materially interfere with Tenant's use of the Premises as contemplated by this Lease, a just proportion of the Rental and other charges payable by Tenant hereunder (other than any Additional Rental due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall abate proportionately for the period in which, by reason of such damage, there is such interference with Tenant's use of the Premises. Under no other circumstances shall there be an abatement of Rental.

**Section 13.6 Miscellaneous.** In no event shall Landlord have any obligation to make any repairs or perform any restoration work under this Article 13 if prevented from doing so by reason of any cause beyond its reasonable control, including without limitation, the requirements of any applicable laws, codes, ordinances, rules or regulations. All such repairs shall be made at the expense of Landlord, but Landlord shall not be required to expend for such repairs any amount in excess of the net insurance proceeds actually received by Landlord by reason of such damage. Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property (including without limitation, inventory, trade fixtures and equipment, floor coverings and other finishes, furniture and other property removable by Tenant under the provisions of this Lease), such replacement or repair to be undertaken and completed by Tenant at its expense. In no event shall Landlord be liable to Tenant for indirect or consequential damages under this or any other provision of this Lease.

## ARTICLE 14

### CONDEMNATION

**Section 14.1 Rights of Termination for Taking.** If the Premises, or such portion thereof as to render the balance (if reconstructed to the maximum extent practicable in the circumstances) physically unsuitable for Tenant's purposes, shall be taken by condemnation or right of eminent domain (including a temporary taking in excess of one hundred eighty (180) days), Landlord or Tenant shall have the right to terminate this Lease by notice to the other of its desire to do so, provided that such notice is given not later than thirty (30) days after Tenant has been deprived of possession.

Further, if so much of the Building shall be so taken or condemned or shall receive any direct or consequential damage by reason of anything done pursuant to public or quasi-public authority such that continued operation of the same could, in Landlord's reasonable opinion, be uneconomical,

Landlord shall have the right to terminate this Lease by giving notice to Tenant of Landlord's desire so to do not later than thirty (30) days after the effective date of such taking.

Should any part of the Premises be so taken or condemned or receive such damage and should this Lease be not terminated in accordance with the foregoing provisions, Landlord shall, promptly after the determination of Landlord's award on account thereof, expend so much as may be necessary of the net amount which may be awarded to Landlord in such condemnation proceedings in restoring the Premises to an architectural unit that is reasonably suitable to the uses of Tenant permitted hereunder. Should the net amount so awarded to Landlord be insufficient to cover the cost of so restoring the Premises, in the reasonable estimate of Landlord, Landlord may, but shall have no obligation to, supply the amount of such insufficiency and restore the Premises to such an architectural unit, with all reasonable diligence, or may terminate this Lease by giving notice to Tenant not later than a reasonable time after Landlord has determined the estimated cost of such restoration.

**Section 14.2 Payment of Award.** Landlord shall have and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Building, the Lot, the Premises, and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage, as aforesaid. Tenant covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings a claim for the value of any of Tenant's usual trade fixtures installed in the Premises by Tenant at Tenant's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable from the taking authority by Landlord or the owner of the fee simple estate in the Building and the Lot.

**Section 14.3 Abatement of Rent.** In the event of any such taking of the Premises, the Rental and other charges (other than any Additional Rental due Landlord by reason of Tenant's failure to perform any of its obligations hereunder), or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated, as appropriate and equitable in the circumstances.

**Section 14.4 Miscellaneous.** In no event shall Landlord have any obligation to make any repairs under this Article 14 if prevented from doing so by reason of any cause beyond its reasonable control, including requirements of any applicable laws, codes, ordinances, rules or regulations. Further, Landlord shall not be obligated to make any repairs to any portions of the Premises or the Building which were constructed or installed by or for Tenant or which were not the property of Landlord. In no event shall Landlord be liable to Tenant for indirect or consequential damages.

## ARTICLE 15

### ASSIGNMENT AND SUBLETTING

**Section 15.1 Assignment and Subletting.** Except as provided for in Section 15.4 below, Tenant will not assign this Lease in whole or in part, nor sublet, assign, license or otherwise transfer all or

any part of the Premises (collectively and individually, a "Transfer"), without the prior written consent of Landlord, which consent Landlord will not unreasonably withhold, condition or delay. The consent by Landlord to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent Transfer. This prohibition against Transfers shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease is transferred by Tenant, or if the Premises or any part thereof are transferred or occupied by any person or entity other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the Rental herein reserved, but no such Transfer, occupancy or collection shall be deemed a waiver on the part of Landlord, or the acceptance of the assignee, subtenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained unless expressly made in writing by Landlord. Irrespective of any Transfer, Tenant shall remain fully liable under this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

Without limiting in any way Landlord's right to withhold its consent on any reasonable grounds, it is agreed that Landlord will not be acting unreasonably in refusing to consent to a Transfer if, in Landlord's opinion, (i) the net worth or financial capabilities of such assignee or subtenant are less than that of Tenant and Guarantor at the date hereof, (ii) the proposed assignee or subtenant does not have the financial capability to fulfill the obligations imposed by the Transfer and this Lease, (iii) the proposed Transfer involves a change of use of the Premises from that specified herein, or (iv) the proposed assignee or subtenant is not, in Landlord's reasonable opinion, of reputable or good character or consistent with Landlord's desired tenant mix for the Building and adjacent properties owned by Landlord. If Tenant is a corporation, a limited liability company, or an unincorporated association or partnership, the transfer or assignment of any stock or any membership, partnership or other interest in such corporation, limited liability company, association or partnership in the aggregate (i.e., including all previous transfers or assignments) in excess of forty-nine percent (49%) shall be deemed an assignment within the meaning and provisions of this Section 15.1.

**Section 15.2 Transfer Notice; Landlord's Options.** If Tenant desires to effect a Transfer, then at least fourteen (14) days prior to the date when Tenant desires the Transfer to be effective (the "Transfer Date"), Tenant agrees to give Landlord a notice (the "Transfer Notice") stating the name, address and business of the proposed assignee, sublessee or other transferee (sometimes referred to hereinafter as "Transferee"), reasonable information (including references) concerning the character, ownership, and financial condition of the proposed Transferee, the Transfer Date, any ownership or commercial relationship between Tenant and the proposed Transferee, and any other information requested by Landlord, all in such detail as Landlord may reasonably require.

Within fifteen (15) days of Landlord's receipt of any Transfer Notice, and any additional information requested by Landlord concerning the proposed Transferee's financial responsibility or other matters, Landlord will notify Tenant of its election to do one of the following: (i) consent to the proposed Transfer subject to such reasonable conditions as Landlord may impose in providing such consent; or (ii) refuse such consent, which refusal shall be on reasonable grounds.

**Section 15.3 Additional Conditions.** A condition to Landlord's consent to any Transfer of this Lease will be the delivery to Landlord of a true copy of the fully executed instrument of assignment, sublease, or other transfer, in form and substance reasonably satisfactory to Landlord.

Tenant agrees that all sums and other consideration payable to and for the benefit of Tenant by the Transferee in excess of the Rental payable under this Lease for the same period and portion of the Premises shall be remitted to Landlord. Except as provided for in Section 15.4, no Transfer will release Tenant from Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rental and to perform all other obligations to be performed by Tenant hereunder. Landlord may require that any Transferee remit directly to Landlord on a monthly basis, all monies due Tenant by said Transferee, and each sublease shall provide that if Landlord gives the sublessee written notice that Tenant is in default under this Lease, the sublessee will thereafter make all payments due under the sublease directly to or as directed by Landlord, which payments will be credited against any payments due under this Lease. Tenant hereby irrevocably and unconditionally assigns to Landlord all rents and other sums payable under any sublease of the Premises; provided, however, that Landlord hereby grants Tenant a license to collect all such rents and other sums so long as Tenant is not in default under this Lease. Tenant shall, within ten (10) days after the execution and delivery of any assignment or sublease, deliver a duplicate original copy thereof to Landlord. Consent by Landlord to one Transfer will not be deemed consent to any subsequent Transfer. Except as provided for in Section 15.4, in the event of default by any Transferee of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such Transferee or successor. If Tenant effects a Transfer or requests the consent of Landlord to any Transfer (whether or not such Transfer is consummated), then, upon demand, and as a condition precedent to Landlord's consideration of the proposed assignment or sublease, Tenant agrees to pay Landlord a non-refundable administrative fee of Five Hundred Dollars (\$500.00), plus Landlord's attorneys' fees and other costs incurred by Landlord in reviewing such proposed assignment or sublease. Acceptance of the Five Hundred Dollar (\$500.00) administrative fee and/or reimbursement of Landlord's attorneys' fees as aforesaid shall in no event obligate Landlord to consent to any proposed Transfer. Notwithstanding any contrary provision of this Lease, if Tenant or any proposed Transferee claims that Landlord has unreasonably withheld or delayed its consent to a proposed Transfer or otherwise has breached its obligations under this Section 15, Tenant's and such Transferee's only remedy shall be to seek a declaratory judgment and/or injunctive relief, and Tenant, on behalf of itself and, to the extent permitted by law, such proposed Transferee waives all other remedies against Landlord, including without limitation, the right to seek monetary damages or to terminate this Lease.

**Section 15.4 Permitted Transfers.** Notwithstanding the provisions of this Section 15 to the contrary, Tenant may assign this Lease or sublet the Premises or any portion thereof (herein, a "Permitted Transfer"), without Landlord's consent to any entity that controls, is controlled by or is under common control with Tenant, or to any entity resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all or substantially all of the assets of Tenant's business as a going concern (each, a "Permitted Transferee"), provided that: (a) at least twenty (20) days prior to such assignment or sublease, Tenant delivers to Landlord the financial statements and other financial and background information of the assignee or sublessee as described in Section 15.2 above; (b) in the case of an assignment, the assignee assumes, in full, the obligations of Tenant under this Lease (or if a sublease, the sublessee assumes, in full, the obligations of Tenant) pursuant to a commercially reasonable assumption agreement, a fully executed copy of which is delivered to Landlord within twenty (20) days following the effective date of such assignment or subletting; (c) the financial net worth of the assignee or sublessee as of the effective date of the assignment or sublease equals or exceeds that of Tenant and any guarantors

hereof as of the date of execution of this Lease; (d) the use of the Premises remains unchanged; (e) such transaction is not entered into as a subterfuge to avoid the restrictions and provisions of this Section 15; and (f) such transaction will not violate any exclusive use covenant or other agreement to which Landlord is bound.

## ARTICLE 16

### DEFAULT

**Section 16.1 “Event of Default” Defined.** Any one or more of the following events shall constitute an “Event of Default”:

- (a) Tenant shall fail to pay any installment of Rental or other charges within ten (10) days after the same becomes due hereunder.
- (b) Tenant shall fail to perform or observe any term or condition of this Lease which, because of its character, would immediately jeopardize Landlord’s interest (such as, but without limitation, failure to maintain general liability insurance, or violation of the provisions of Section 4.3 concerning permitted uses).
- (c) Tenant shall fail to perform or observe any other term or condition contained in this Lease and such failure shall continue for ten (10) days after notice from Landlord thereof unless such failure or default is of such a nature that it cannot be cured within such ten-day period, in which event no Event of Default shall occur so long as (i) Tenant shall commence the curing of the failure or default within such ten-day period and shall thereafter promptly and diligently prosecute and complete the curing of the same, and (ii) such delay in or extension of the time to cure the failure or default shall not subject Landlord or Tenant to any liability, civil or criminal, and the interest of Landlord in this Lease and the Property shall not be jeopardized by reason thereof.
- (d) except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant’s property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within forty-five (45) days after it is begun, or if Tenant shall file a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts.
- (e) any other event expressly identified as an “Event of Default” in this Lease.

**Section 16.2 Remedies.** Upon and after the occurrence of an Event of Default, Landlord, without notice to Tenant in any instance (except where expressly provided for below), may do any one or more of the following:

- (a) Landlord may exercise its right of self-help provided in Section 18.15 hereof.
- (b) Landlord may elect to terminate this Lease and the tenancy created hereby by giving notice of such election to Tenant, and may re-enter the Premises, by summary proceedings or otherwise, and may remove Tenant and all other persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby.
- (c) Landlord may re-enter and retake possession of the Premises with or without process of law and without accepting a surrender thereof and without terminating this Lease, in which event Landlord may proceed to repair and remodel the Premises in order to make them suitable for reletting; Landlord may, as Tenant's agent and for the account of Tenant, relet the Premises or any part thereof, alone or together with other premises, without releasing Tenant from its obligations hereunder with respect to any Rental past due at the time of re-entry and for damages accruing thereafter for the remainder of the Term. Such reletting shall be upon such terms and conditions (which may include free rent, alterations to the Premises or other concessions) and for such rental as Landlord, in its sole discretion, may deem advisable. Upon such reletting, all rents received by Landlord from such reletting shall be applied as follows: first, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees as well as remodeling and repair expenses related to the Premises; second, to the payment of Rental due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied to the payment of future Rental as the same may become due and payable hereunder. In the event the rentals received from such reletting during any month be less than the sum to be paid during that month by Tenant pursuant to the provisions of this Lease, including this paragraph, Tenant shall pay any such deficiency to Landlord promptly upon demand. Such deficiency shall be calculated and paid monthly. No re-entry or retaking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a notice of such intention is given to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such prior breach. In no event shall Landlord be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet the Premises or any failure by Landlord to collect any rent due upon reletting.
- (d) Landlord may exercise any other legal or equitable right or remedy which it may have.

**Section 16.3 Damages.** If this Lease is terminated by Landlord or if Landlord re-enters the Premises pursuant to Section 16.2 hereof, Tenant nevertheless shall remain liable for any Rental

and damages which may be due or sustained prior to such termination or re-entry, and all reasonable costs, fees and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises to others from time to time (all such Rental, damages, costs, fees and expenses being referred to herein as "Termination or Re-entry Damages") and additional damages ("Liquidated Damages") equal to the Rental which, but for termination or re-entry of this Lease, would have become due during the remainder of the Term, less the amount of rental, if any, which Landlord may receive during such period from others to whom the Premises may be rented (other than any Additional Rental received by Landlord as a result of any failure of such other person(s) to perform any of their obligations to Landlord). Termination or Re-entry Damages shall be due and payable immediately upon demand by Landlord following any termination or re-entry of this Lease pursuant to Section 16.2 hereof. Liquidated Damages shall be computed and payable in monthly installments, in advance, on the first day of each calendar month following termination or re-entry of the Lease and continuing until the date on which the Term would have expired but for such termination or re-entry. Any suit or action brought to collect Liquidated Damages for any month or months shall not in any manner prejudice the right of Landlord to collect Liquidated Damages for any subsequent month or months by a similar proceeding.

**Section 16.4 Landlord's Default.** Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation. In no event shall Landlord ever be liable to Tenant for indirect or consequential damages.

Further, if a Mortgagee notifies Tenant that such Mortgagee has assumed Landlord's rights under this Lease, Tenant shall not assert any right to deduct the cost of repairs or any monetary claims against Landlord therefor accrued from Rental thereafter due and payable, but shall look solely to Landlord and not such Mortgagee for satisfaction of such claim.

**Section 16.5 Miscellaneous.** Nothing herein contained shall be construed as limiting or precluding the recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder of the part of Tenant. Further, if this Lease is guaranteed on behalf of Tenant, all of the foregoing provisions of this Article 16 with respect to bankruptcy, etc. of Tenant shall be treated as reading "Tenant or Guarantor" and shall, accordingly, apply fully to any such Guarantor.

## ARTICLE 17

### LANDLORD'S ACCESS TO THE PREMISES

**Section 17.1 Landlord's Right of Access.** Landlord shall have the right to enter the Premises at all reasonable hours upon prior notice reasonable under the circumstances (except in emergencies, in which case no prior notice need be given) for the purpose of inspecting or of making repairs, alterations, improvements or additions to the Premises or the Building and Landlord shall also have the right to make access available at all reasonable hours to prospective or existing mortgagees or purchasers of any part of the Building.

For a period commencing eleven (11) months prior to the expiration of the Term, Landlord may have reasonable access to the Premises at all reasonable hours for the purpose of exhibiting the same to prospective tenants and may display a customary "For Rent" sign on the exterior of the Premises.

**Section 17.2 Access During the Last Month of Term.** If during the last month of the Term, Tenant shall have removed all of Tenant's property therefrom, Landlord may immediately enter and alter, renovate and redecorate the Premises, without elimination or abatement of Rental, or incurring liability to Tenant for any compensation, and such acts shall have no effect upon otherwise applicable terms of this Lease.

## ARTICLE 18

### MISCELLANEOUS

**Section 18.1 Waiver.** Failure on the part of the Landlord or Tenant to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be a waiver by Landlord or Tenant of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by Landlord or Tenant shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Landlord or Tenant to or of any action by the other requiring such consent or approval shall not be construed to waiver or render unnecessary Landlord's or Tenant's consent or approval to or of any subsequent similar act by the other.

**Section 18.2 Covenant of Quiet Enjoyment.** Subject to the terms and provisions of this Lease and on payment of the Rental and compliance with all of the terms and provisions of this Lease, Tenant shall lawfully, peaceably, and quietly have, hold, occupy and enjoy the Premises during the Term hereof, without hindrance or ejection by Landlord or by any persons lawfully claiming under Landlord. The foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

**Section 18.3 No Personal Liability of Landlord.** Tenant agrees to look solely to Landlord's then equity interest in the Building at the time owned for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord (whether Landlord be an individual, partnership, firm, corporation, limited liability company, trustee or other fiduciary) nor any of the members or partners comprising Landlord, nor any beneficiary of any trust of which any person holding Landlord's interest is trustee, nor any successor in interest to any of the foregoing shall ever be personally liable for any such judgment, or for the payment of any monetary obligation to Tenant. The covenants of Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective periods of ownership of Landlord's interest hereunder.

**Section 18.4 Notice to Mortgagee: Opportunity to Cure.** After receiving notice from any person, firm or other entity that it is a Mortgagee, no notice of default from Tenant to Landlord shall be effective unless and until a copy of the same is given to such Mortgagee, and the curing of any of Landlord's defaults by such Mortgagee shall be treated as performance by Landlord.

Accordingly, no act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (a) Tenant shall have first given written notice of Landlord's act or failure to act to such Mortgagee specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights; and (b) such Mortgagee, after receipt of such notice, has failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this Section 18.4 shall be deemed to impose any obligation on any such Mortgagee to correct or cure any such condition. "Reasonable time" as used above means and includes a reasonable time to obtain possession of the Building if any such Mortgagee elects to do so and a reasonable time to correct or cure the condition if such condition is determined to exist.

Landlord's current Mortgagee is as follows:

Dedham Institution for Savings  
55 Elm Street  
Dedham, MA 02026  
Attention: Senior Lending Officer  
(781) 329 - 6700

**Section 18.5 Assignment of Rents.** With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable thereunder, conditional in nature or otherwise, which assignment is made to a Mortgagee or other lender (and "Assignee"), Tenant agrees:

- (a) that the execution thereof by Landlord, and the acceptance thereof by such Assignee shall never be treated as an assumption by such Assignee of any of the obligations of Landlord hereunder, unless such Assignee shall, by notice sent to Tenant, specifically make such election; and
- (b) that, except as aforesaid, such Assignee shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such Assignee's Mortgage and the taking of possession of the Premises by such Assignee.

In no event shall the acquisition of title to the Building and the Lot by a purchaser which, simultaneously therewith, leases the entire Building and Lot back to the seller thereof be treated as an assumption by operation of law or otherwise, of Landlord's obligations hereunder, but Tenant shall look solely to such seller-lessee and its successors in title for performance of Landlord's obligations hereunder. In any such event, this Lease shall be subject and subordinate to the lease to such purchaser-lessor. For all purposes, such seller-lessee, and its successors in title, shall be Landlord hereunder unless and until Landlord's position shall have been expressly assumed by such purchaser-lessor.

**Section 18.6 Broker.** Tenant and Landlord warrant and represent each to the other that neither party has dealt with any broker or agent in connection with the consummation of this Lease other than Conviser Property Group (representing Landlord) and District Real Estate Advisors (representing Tenant) and, in the event of any brokerage claims by any other broker or agent

against either party predicated upon prior dealings with the other party, such other party agrees to defend the same and indemnify the first party against any such claim. Landlord shall pay a fee to Conviser Property Group under a separate agreement, and Conviser Property Group shall pay one-half of such fee to District Real Estate Advisors, unless otherwise agreed between them.

**Section 18.7 Invalidity of Particular Provisions.** If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

**Section 18.8 Provisions Binding, Etc.** Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant and, if Landlord or Tenant shall be an individual, upon and to his or her heirs, executors, administrators, legal representatives, successors and assigns. Each term and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition. Reference herein to the successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give consent to a particular assignment. If Tenant is or includes more than one person, natural or corporate, the liability of such persons for compliance with the obligations of Tenant under this Lease shall be joint and several. If Tenant be a corporation or limited liability company, the persons executing this Lease on Tenant's behalf warrant that Tenant is duly organized and qualified to do business in Massachusetts and such persons are authorized to execute and deliver this Lease on behalf of Tenant.

**Section 18.9 Notices.** Whenever, by the terms of this Lease, notice, consent or approval shall or may be given either to Landlord or to Tenant, such notice, consent or approval shall be in writing and shall be sent by registered or certified mail, postage prepaid, or by a recognized overnight courier service providing evidence of receipt:

If intended for Landlord, addressed to Landlord's Address specified in Section 1.1 hereof, or to such other address or addresses as may from time to time hereafter be designated by Landlord by like notice.

If intended for Tenant, addressed to Tenant at Tenant's Notice Address specified in Section 1.2 hereof or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice.

All such notices, consents or approvals shall be effective on the date of actual receipt. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

**Section 18.10 When Lease Becomes Binding.** Employees or agents of Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an

offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant (and subject to the provisions of Section 18.22). All negotiations, consideration, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by written agreement signed by both Landlord and Tenant, and no act or omission of any employee or agent of Landlord or course of prior dealings between the parties shall alter, change or modify any of the provisions hereof.

**Section 18.11 Section Headings.** The article and section headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

**Section 18.12 Rights of Mortgagee.**

(a) If any Mortgagee holding a Mortgage executed and recorded subsequent to the date of this Lease shall so elect, the interest of Tenant hereunder shall be subordinate to the rights of such mortgage, provided that such Mortgagee shall agree to recognize in writing the right of Tenant to use and occupy the Premises upon the payment of Rental and other charges payable by Tenant under this Lease and the performance by Tenant of its obligations hereunder (without any assumption by such Mortgagee of Landlord's obligations under this lease); or

(b) If any Mortgagee holding a Mortgage executed and recorded prior to the date of this Lease shall so elect, this Lease, and the interest of Tenant hereunder, shall be superior in right to the rights of such Mortgagee, with the same force and effect as if this Lease had been executed and delivered, and recorded, or a statutory notice hereof recorded, prior to the execution, delivery and recording of any such Mortgage.

The election of any such Mortgagee as the Subsection (a) above shall be exercised by notice to Tenant, in the same fashion as notices under this Lease are given by Landlord to Tenant, and, if such notice is given, such subordination shall be effective with reference to advances then or thereafter made by such Mortgagee under such Mortgage. Any election as to Subsection (b) shall become effective upon either notice from such Mortgagee to Tenant, in the same fashion as notices from Landlord to Tenant are to be given hereunder, or by the recording in the appropriate registry or recorder's office of an instrument, in which such Mortgagee subordinates its rights under such Mortgage to this Lease.

(c) The agreements contained in this Lease with respect to the rights, powers and benefits of any Mortgagee constitute a continuing offer to any person, corporation or other entity, which by accepting or requiring an assignment of this Lease or by entry or foreclosure assumes the obligations herein set forth with respect to such Mortgagee; every such Mortgagee is hereby constituted a party to this Lease and an obligee hereunder to the same extent as though its name was written hereon as such; and such Mortgagee shall at its written election be entitled to enforce such provisions in its own name.

(d) If in connection with obtaining financing for the Building, a bank, insurance company, pension trust or other institutional lender shall request reasonable modifications in this Lease as a

condition to such financing, Tenant will not unreasonably withhold, delay or condition its consent thereto, provided that such modifications do not materially increase the obligations of Tenant hereunder or materially adversely affect Tenant or the leasehold interest hereby created.

(e) No assignment of this Lease and no agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify this Lease so as to reduce the Rental, change the Term, or otherwise materially change the rights of Landlord under this Lease, or to relieve Tenant of any obligations or liability under this Lease, shall be valid unless consented to in writing by the Mortgagees, if any. No payment of Rental, Additional Rental or any other sum or charge payable hereunder shall be made more than ten (10) days prior to the due date of the same and payments made in violation of this provision shall be a nullity as against any Mortgagee (except to the extent that any such payments are actually received by such Mortgagee) and Tenant shall be liable for the amount of such payments to such Mortgagee.

(f) Tenant agrees on request of Landlord to execute and deliver from time to time any agreement which may reasonably be deemed necessary to implement the provisions of this Section 18.12.

**Section 18.13 Subordination.** Except to the extent a Mortgagee elects to the contrary pursuant to Section 18.12 hereof, Tenant's rights under this Lease are, and shall remain subject and subordinate to all matters of public record, as they now exist or may hereafter be amended, with respect to the Building and the Lot.

**Section 18.14 Status Report.** Recognizing that Landlord may find it necessary to establish to third parties, such as accountants, banks, mortgagees, ground lessors or the like, the then current status of performance hereunder, Tenant shall, upon the request of Landlord from time to time, promptly furnish a statement of the status of any matter pertaining to this Lease. Without limiting the generality of the foregoing, Tenant specifically agrees, promptly upon the commencement of the Term hereof, to acknowledge to Landlord satisfaction of any requirements with respect to construction except for such matter as Tenant may set forth specifically in said statement.

**Section 18.15 Self-Help.** Landlord shall have the right, but shall not be required, to pay such sums or do any act which requires the expenditure of moneys which may be necessary or appropriate by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease, and in the event of the exercise of such right by Landlord, Tenant agrees to pay to Landlord forthwith upon demand all such sums; and if Tenant shall default in such payment, Landlord shall have the same rights and remedies as Landlord has hereunder for the failure of Tenant to pay the Rental.

**Section 18.16 No Joint Venture.** The parties hereby expressly disclaim any intention to create a joint venture or partnership relation between them.

**Section 18.17 Applicable Law.** This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

**Section 18.18 Hazardous Material.** Tenant agrees that Tenant shall not cause or permit any Hazardous Material (as hereafter defined) to be brought upon, kept, used or disposed of in or about the Premises by Tenant or any other party, without the prior written consent of Landlord in

Landlord's sole discretion. Landlord hereby consents to the use by Tenant of any customary cleaning products, provided they are used, stored, and disposed of in accordance with applicable laws and regulations and good and safe practices. If Tenant breaches the agreement stated in the first sentence of this Section 18.18, or if the presence of Hazardous Material in, on or about the Premises caused or permitted by Tenant or its agents, employees, contractors, invitees or licensees results in contamination of the Premises, the Building, the Lot or adjoining buildings, or if contamination of the Premises, the Building, the Lot or adjoining buildings by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord, then, without limitation of any other provisions of this Lease, Tenant shall indemnify, defend and hold harmless Landlord, the directors, members, officers, employees and agents of Landlord and those in privity of estate with Landlord, from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses of any nature (including without limitation diminution in value of the Premises, the Building or the Lot, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, and sums paid in settlement of claims, actual attorneys' fees, consultant fees and expert fees) which arise from and after the date when Tenant first enters the Premises as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, legal and other professional fees and all costs incurred in connection with any investigation of site conditions and any cleanup, remedial, removal or restoration work relating to Hazardous Material present in the environment on, under or about the Premises, the Building or the Lot. The indemnification and hold harmless obligations of Tenant under this Section 18.18 shall survive the expiration of the Term or any termination of this Lease. Without limiting the foregoing, if the presence of any Hazardous Material in, on or under the Premises, the Building or the Lot caused or permitted by Tenant results in any contamination, Tenant shall promptly inform Landlord and take all actions at Tenant's sole expense as are necessary to return the Premises, the Building and the Lot to the condition existing prior to the introduction of any such Hazardous Material, provided that Landlord's approval of such actions shall first be obtained. For purposes hereof, "Hazardous Material" means Oil and Hazardous material as such terms are defined in M.G.L. c. 21E, § 2, and any other substances, materials or wastes of any kind which are regulated or become regulated under any local, state or federal laws, regulations, by-laws or ordinances, currently existing or hereafter enacted or adopted, which regulate or relate to the protection, preservation, remediation or enhancement of the environment.

**Section 18.19 Surrender.** Tenant shall at the expiration or other termination of this Lease remove all Tenant's trade fixtures and equipment and all other personal property, goods and effects from the Premises (including, without limiting the generality of the foregoing, all signage and lettering affixed or painted by the Tenant, either inside or outside the Premises) and make any repairs necessary as a result of such removal. Tenant shall deliver to Landlord the Premises in "broom clean" condition and all keys, locks and other fixtures connected therewith and all alterations and additions made to or upon the Premises, all in good condition, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of Tenant's failure to remove any of Tenant's property from the Premises, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, without notice, any or all of the property not so removed (and in the case of a sale to apply to net proceeds of such sale to the payment of any sum due hereunder) or to destroy such property.

**Section 18.20 Notice of Lease.** Tenant agrees that it will not record this Lease. Both parties shall, upon request of either, execute and deliver a notice of this Lease reasonably satisfactory to Landlord's attorneys, in such recordable form as may be permitted by applicable statute. In no event shall such document set forth the Rental or other charges payable by Tenant under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease. In the event of termination of this Lease, the Tenant agrees to execute a recordable instrument setting forth the fact of and date of such termination and hereby irrevocably designates and appoints the Landlord as its attorney-in-fact to execute in the name of the Tenant and to record such instrument.

**Section 18.21 Confidentiality.** Tenant agrees that, except as may be required by law, Tenant shall not display or make available copies of this Lease or any portion hereof to brokers or any other third party, nor disclose to any such party the Rental or other terms and conditions of this Lease.

**Section 18.22 Condition Precedent to Lease.** The Premises is currently leased and occupied by Massachusetts Mutual Life Insurance Company ("Current Tenant") pursuant to a lease between Landlord and Current Tenant (the "Existing Lease"). Landlord anticipates entering into a lease termination agreement with Current Tenant, pursuant to which the Existing Lease will be terminated. If such lease termination agreement is entered into, Landlord will notify Tenant of the effective date on which the Existing Lease will be terminated (the "Prior Lease Termination Date"). In the event that the Prior Lease Termination Date does not occur on or before March 31, 2022, then this Lease shall be considered null and void ab initio, without further recourse to the parties hereto.

**Section 18.23 Delays.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, pandemics, epidemics, adverse weather conditions, restrictive governmental laws, orders or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing the work or doing the acts required under the terms of this Agreement (collectively, "force majeure"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, that in no event shall the obligation to pay any sum of money due under this Lease be delayed or excused on account of force majeure.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have caused this Lease to be executed under seal as of the date set forth in Section 1.1 hereof.

Landlord:

ALT Properties Company, LLC

By:   
Edwin P. Whittemore, Manager

Tenant:

Boston Vlachoi LLC


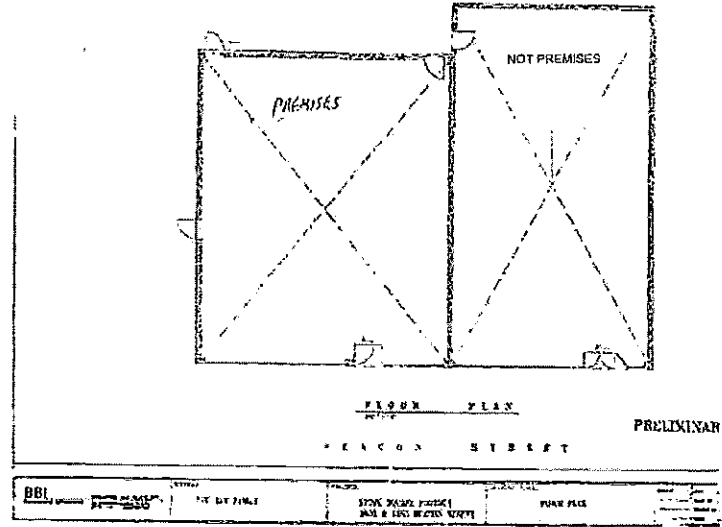
By:   
Demetri Tsolakis, Manager

EXHIBIT A

PAGE 2



VENDOR: **LAWSON & WEITZEN, LLP**  
 December 23, 2022 Check Number 72367 Check Amount \*\*180.00\*\*  
 VOUCHER NO. Town of Brookline,

DATE PAID:

72367

20221223	DESCRIPTION	DATE	INVOICE NO.	CHECK AMOUNT	AMOUNT
	5% down payment on Liquor License for Application	12/23/2022	27834.0300		180.00

**LAWSON & WEITZEN, LLP**  
 88 BLACK FALCON AVENUE, SUITE 345  
 BOSTON, MA 02210

5-7515/110



72367  
 NUMBER

\*\*One Hundred Eighty & 00/100\*\*

PAY  
 TO THE  
 ORDER  
 OF

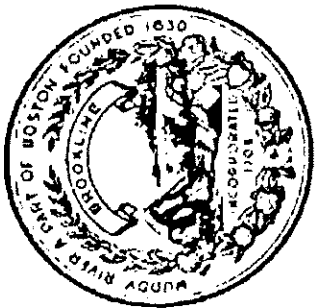
Town of Brookline

DATE  
 December 23, 2022

AMOUNT  
 \*\*180.00\*\*



*Michael J. Weinstein*



COMMONWEALTH OF MASSACHUSETTS

NUMBER

DBA-2023-000013

Town of Brookline

FEE

\$150.00

Bar Vlaha

NAME

Book 71 Page 16

1653 BEACON STREET

ADDRESS

IS HEREBY GRANTED A BUSINESS CERTIFICATE

In conformity with the provisions of Chapter One Hundred and Ten, Section Five  
of the General Laws, as amended

This Business Certificate expires on Saturday, January 30, 2027  
unless sooner suspended or revoked.

Owner(s) Boston Vlacho, LLC

-----  
Town Clerk

## Checklist for Common Victualler with Alcohol


☒ Common Victualler Application

☒ New Restaurant   ☐ Existing

Only  
req'd  
for  
new  
rest

- ☒ Vote of Corporation
- ☒ Renovation Form
- ☒ License Interview Form
- ☒ State Tax Verification Form
- ☒ Description of Operations
- ☒ CORI Acknowledgement Form
- ☒ Copy of menu
- ☒ Litter Letter
- ☒ Delivery description
- ☒ Three letters of reference
- ☒ A set of: a description, illustration, and/or detailed plans
- ☐ General and Liquor Liability Insurance Certificate (required prior to opening)
- ☐ Certificate of Occupancy, Use, or Inspection (required prior to opening)
- ☐ Workers' Compensation Form (required prior to opening)
- ☒ Legal Right to Occupy, a lease or deed
- ☒ Business Certificate (Town Clerk's Office)
- ☒ IN-PERSON class for the safe service of alcohol certification (Manager of Record)
- ☒ Crowd Manager Certification from the Massachusetts Department of Fire Services (Manager of Record – If there is a bar)
- ☒ Alternate Manager Application (if applicable)
- ☒ Entertainment Application (if applicable)
- ☒ Outdoor Seating Application (if applicable)

- 
- ☐ Report from Brookline Police
  - ☐ Report from Building
  - ☐ Report from Fire
  - ☐ Report from Health
  - ☐ DPW (Outside seating only)



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

**APPLICATION FOR  
COMMON VICTUALLER LICENSE**

DATE: January 18, 2023  
LOCATION: 1653 Beacon Street Brookline MA 02445  
APPLICANT: Boston Vlachoi LLC

INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: Bar Vlahi

BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:  
Boston Vlachoi LLC

NAME	TITLE	EMAIL ADDRESS
Demetri Tsolakis	Manager/Member	demetri@grecotrulygreek.org

TELEPHONE #	ADDRESS
[REDACTED]	

NAME	TITLE	EMAIL ADDRESS
[REDACTED]		

TELEPHONE #

ADDRESS

NAME

TITLE

EMAIL ADDRESS

TELEPHONE #

ADDRESS

HAVE YOU PREVIOUSLY HELD A COMMON VICTUALER LICENSE IN BROOKLINE/ELSEWHERE? YESIF YES, LOCATION: AND DATES: Krasi at 48 Gloucester Street Boston 2020-presentGreco with 4 Boston locations (Seaport, Back Bay, Milk Street, HUB Hall 2017-present

IF NOT, DO YOU HAVE PRIOR EXPERIENCE IN THE FOOD SERVICE BUSINESS: \_\_\_\_\_

IF YES, LOCATION: AND DATES \_\_\_\_\_

HOURS OF OPERATION FOR FOOD SERVICE:DAYS: Monday-Sunday HOURS: 5pm-11pmDAYS: \_\_\_\_\_ HOURS: once brunch starts 10 am-11pm

DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

HOURS OF OPERATION FOR ALCOHOLIC BEVERAGES SERVICE: (If applicable)DAYS: Monday-Sunday HOURS: 5pm-1am (last call MN)DAYS: \_\_\_\_\_ HOURS: once brunch starts 10 am-1am

DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

PLEASE NOTE:THE TOWN'S PREPARED FOOD SALES REGULATIONS SET THE PERMISSIBLE HOURS OF FOOD SALES.

MENU: (GENERAL TYPE OF FOOD SERVED)

GreekFLOOR SPACE SQ. FT. 3700BYOB: Will you permit patrons to bring their own alcoholic beverages onto the premises? NO

(If yes, please be aware of applicable Town regulations governing BYOB.)

SEATING CAPACITY: INSIDE: 78 OUTSIDE: 20 outdoor private patioOutside seating only applicable for 6 months from April 15<sup>th</sup> – October 15<sup>th</sup>.

(Please attach plan showing location and layout of outdoor seating.)

If outdoor seating is proposed to be located on any portion of the public sidewalk that is Town property, this application must be accompanied by proof that the applicant has secured, and that there is in effect during the period of time for which there will be outdoor seating, a general liability policy naming the Town as an additional insured in a minimum amount of \$250,000.00/\$500,000.00.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with use by the applicant of the Town's portion of a public sidewalk. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's sidewalk resulting from the applicant's use of it, and agrees to indemnify the Town for any expenses the Town incurs in restoring the Town's sidewalk to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

Applicant agrees to outside seating terms and conditions: yesNUMBER OF BATHROOMS: EMPLOYEE: 1 PUBLIC: 2NUMBER OF PARKING SPACES (IF ANY): noneNUMBER OF EMPLOYEES: 35

All Common Victualler Licenses are issued subject to and conditioned on the licensee's compliance with Massachusetts General Laws Chapter 140, Section 2 et seq., Article 8.10 of the Town By-Laws, and the Town's Prepared Food Sales Regulations.

Application Agrees to terms and conditions yesAPPLICANT SIGNATURE  TITLE: Manager/Member PHONE: EMAIL ADDRESS demetri@grecostrulygreek.com



LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: CV liquor license

NAME: Demetri Tsolakis

ADDRESS: [REDACTED]

EMAIL ADDRESS: dtsolakis@hotmail.com

PHONE #: [REDACTED]

PLACE OF BIRTH: Hartford, CT

FATHER'S NAME: George MOTHER'S MAIDEN NAME: Koukopoulos

ARE YOU A CITIZEN? YES NO ALIEN CARD # \_\_\_\_\_

ARE YOU A VETERAN: YES NO NO

RESIDENCES FOR LAST FIVE YEARS

DATE: 6/17 - present LOCATION: [REDACTED]

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

**EDUCATION**

DATE: 2001-2005 LOCATION: Suffolk University

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

**EMPLOYMENT HISTORY**

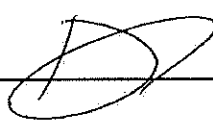
DATE: 2020 - present LOCATION: Krcisi POSITION owner

DATE: 2017 - present LOCATION: Greco POSITION owner

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION \_\_\_\_\_

SIGNATURE:  DATE: 1/18/23

**(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)**

VOTE OF CORPORATIONDATE: 12/14/2022

AT A MEETING OF THE BOARD OF DIRECTORS OF \_\_\_\_\_

Boston Vlacho LLCHELD AT: BostonON: 12/14/2022

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE  
TOWN OF BROOKLINE FOR A  
all alcohol license

(TYPE OF LICENSE)

FOR THE YEAR 2023 TO BE EXERCISED ON THE PREMISES LOCATED AT  
1653 Beacon Street Brookline MA 02445

VOTED: TO AUTHORIZE Demetri Tsolakis TO  
SIGN [Signature]

THE APPLICATION FOR THE LICENSES IN THE NAME OF \_\_\_\_\_  
Boston Vlacho LLC AND TO EXECUTE ON ITS  
BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE  
GRANTING OF THE LICENSE.

THIS CORPORATION HAS not BEEN RESOLVED.

A TRUE COPY

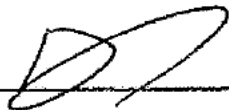
ATTEST: [Signature]

CLERK

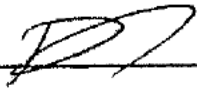


STATE TAX VERIFICATION FORM

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

  
\_\_\_\_\_

\*Signature of Individual

  
\_\_\_\_\_

By: Corporate Officer Demetri Tsolakis, Manager



Boston Vlachoi, LLC

\_\_\_\_\_

\*\* Social Security #-

Voluntary or Federal ID #

\*This license will not be issued unless this certification clause is signed by the applicant.

\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.

January 18, 2023  
RE: Demetri Tsolakis

To Whom It May Concern:

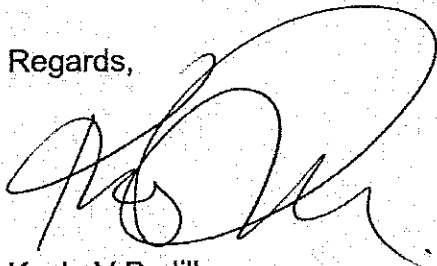
I've had the distinct pleasure of knowing Demetri Tsolakis since 2007, when I was just 16 years old. Over the years he has provided a level of guidance, protection and leadership that is extremely rare to come by. He has guided me through my career path first as an employer, then as a mentor and now as a peer and business partner. He leads with amazing tact and is motivated, to not only provide our guests top-tier service, but he also has managed to cultivate a warm, efficient and professional work environment.

It is remarkable to watch someone's career develop over the span of nearly 20 years. Demetri has worked his way up them the ranks by thorough hard work and research. While it may be easier to only look out for yourself, not once has Demetri left anyone behind. He continuously provides opportunities to others, and always rewards his team who work diligently alongside him.

As a leader in the restaurant industry, his vast knowledge and talent is unmatched. As a mentor to his peers and employees, his guidance and patience is that of a true leader. And as a friend, his loyalty and kindness are truly a gift I could never repay.

I can say, without doubt, Demetri is a man of great character and morale. Should you need any further information, I can be reach via email at [kayla.padilla@gmail.com](mailto:kayla.padilla@gmail.com) or via cell at 857-654-2593.

Regards,

A handwritten signature in black ink, appearing to read 'Kayla V Padilla', with a large, stylized loop at the end.

Kayla V Padilla

January 19, 2023

To Whom It May Concern,

I have had the pleasure of knowing Demetri Tsolakis for well over 7 years. I met him in 2015 when he was preparing to open Committee Ouzeri + Bar in what was then Boston's burgeoning Seaport District. I watched closely as he assumed all responsibilities of General Manager, Managing Partner and more. Demetri carefully planned every aspect of preparing for the launch of the new restaurant: building a concept that transcended anything Boston had ever seen, assembling a team that has stayed loyal to him until this day, and ultimately building a destination for the neighborhood, the city and visitors from all over the country.

Since then Demetri has gone on to create not only new Greek concepts of his own, but also recently established Xenia Greek Hospitality restaurant group. Xenia Greek Hospitality is making Boston home to one of the most exciting Greek restaurant scenes in the entire country with Krasi Meze & Wine, Hecate and 4 locations of their fast casual concept Greco. Demetri has not only created award winning concepts, but an impressive team that stays loyal to him and to one another, and one that cares and gives back to their community.

I have been in the hospitality industry for nearly two decades and have never seen a leader with such immense passion and dedication to the art of hospitality. Demetri fosters growth within his own team, some of which he has been working with for over 20 years and are now his business partners. He provides each and every guest that walks through his doors with an inimitable epicurean adventure that is equal parts palpable and memorable. He instills values in his team to be active members of the community through various avenues of neighborhood support such as fundraising and volunteer efforts. Demetri truly transcends the status quo and provides greater Boston with enticing cultural experiences.

All the best,  
Jessica

Jessica Alario  
JLA Public Relations  
206 Endicott Street, #4  
Boston, MA 02113  
[jessica.alario@gmail.com](mailto:jessica.alario@gmail.com)  
978.852.8254



I am writing to tell you of the many fine qualities of Demetri Tsolakis, whom I have had the pleasure of knowing for 12 years in various capacities, including professionally and personally.

In my time of knowing Demetri, I can say without a doubt that you are dealing with a person of very good moral character. Demetri operates with integrity, he is responsive, hardworking, and dedicated. He consistently exceeds expectations in his interpersonal skills, problem-solving abilities, and work ethic.

On a personal level, I can say he is someone in my life that I can trust with anything. He is loyal, kind and trustworthily. Additionally, whenever I need a solid, reliable, and honest friend he is the person I would choose to turn to.

Please feel free to contact me directly at 978-994-4869 if you have any questions or need further information about Demetri.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Garcia', with a horizontal line extending to the right.

Kim Garcia



**TOWN of BROOKLINE**  
*Massachusetts*

**CORI ACKNOWLEDGMENT FORM**

I am an: (please check one)

- ☒ Applicant - Position: Manager/Member Department/License: Alcohol Restaurant License
- ☐ Volunteer - Position: \_\_\_\_\_ Department: \_\_\_\_\_
- ☐ Employee - Position: \_\_\_\_\_ Department: \_\_\_\_\_
- ☐ Contractor - Company Name: \_\_\_\_\_

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Applicant/Employee/Volunteer/Contractor Signature: [Signature] Today's Date: 12/14/2022

**Applicant/Volunteer/Employee/Contractor Information (Please Print)**

Last Name: Tsolakis First Name: Demetri MI: \_\_\_\_\_

Current Address: [Redacted]

Former Address(es): [Redacted]

Maiden Name or Alias (if Applicable): \_\_\_\_\_ Place of Birth: Hartford CT

Date of Birth: [Redacted] Last 6 digits of Social Security Number: [Redacted]

Sex: M Height: 5 ft. 11 in. Race: \_\_\_\_\_ Eye Color: Brown

State Driver's License Number (Include State): [Redacted] ID Theft Index PIN\*: \_\_\_\_\_

List any other name(s) or dates of birth that appear in DCJIS's database: \_\_\_\_\_

Mother's Full Maiden Name: Kaukopoulos Father's Name: George Tsolakis

\*The Identity Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

**\*\*\*For Official Use Only\*\*\***

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type) ☐ State Drivers License ☐ State Issued ID w/Photo ☐ Passport ☐ U.S. Military I.D. ☐ High School ID Card ☐ Other (obtain HR approval): \_\_\_\_\_

Signature of CORI-Authorized Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Position of CORI-Authorized Employee: \_\_\_\_\_

**PSOMI/BREAD**

**Horiatiki Psomi** *house baked village style sourdough bread*

\$4 per person

+2 Sheep's milk butter and sea salt

**ALOIFES/SPREADS**

**Galotyri** *soft cheese, goat and sheep milk*

**Melitzanosalata** *charred eggplant, peppers, herbs*

**Tzatziki** *yogurt, cucumber, dill*

**Fava** *split pea, caper, red onion*

**Kopanisti** *whipped feta, roasted peppers*

**Taramasolata** *carp roe, lemon, sourdough*

\$6 each, 3 for \$15, 6 for \$30

**TURIA/CHEESE**

*Served with homemade spoon sweets, spiced almonds and sage honey*

**Kefalograviera** *sheep and goat milk, hard, salty, nutty, piquant*

**Anevato** *goat milk, soft, tangy, grainy, fresh*

**Batvos** *goat and sheep milk, semi hard, salty, sour, briney*

**Metsovone** *cow milk, smokey, rich, umami*

**Boukovela** *cow milk, hot, peppery, hot, spicy*

**Vlahotyri** *sheep milk, firm, tangy, hearty, rich*

\$4 each, 3 for \$10, 6 for \$20

**PITAS/PIES**

**Alevropita** *crispy thin batter feta pie, serves 2-4*

**Manitaropita** *phyllo, wild mushrooms, thyme*

**Aradopita** *cornmeal pie, sorrel, leeks, feta*

**SALATA/SALADS**

**Politiki** *cabbage, carrots, feta, olives, lemon*

**Marouli** *chicory lettuce, green onion, radish*

**Pantzaria** *roasted beets and braised beet tops, allspice, bay*

**Mavromatika** *black eyed peas, florina peppers, pickled shallot*

**OREKTIKA/APPETIZERS**

**Horta** *boiled greens, olive oil, lemon*

**Yiaprakia** *beef and rice stuffed cabbage, avgolemono*

**Manitaria** *crispy fried oyster mushrooms, skordalia*

**Kremmydia** *stuffed onions, bulgur, celery, spinach*

**Karydokeftedes** *walnut fritters, potato, mint, cumin yogurt*

**Saligarria** *snails, white wine, pearl onions, rosemary*

**Gigandes** *braised giant beans, tomato, cinnamon, feta*

**Loukaniko** *house made pork sausage, garlic, orange zest*

**PARADOSIAKA / TRADITIONAL DISHES**

**Karavides** *crayfish, ouzo, tomato, fennel, orzo*

**Revithada** *chickpeas, onion, boukovo, sage*

**Kokkinisto** *chicken, tomato, allspice, hilopites pasta*

**Agrigourouno** *wild boar shoulder, red wine, rosemary, potatoes*

**Prasotigania** *braised pork and leek stew, avgolemono, trahanas*

**Psari Plaki** *freshwater fish baked in clay, tomato, oregano, olives*

**SOUVLA KAI STIN SXARA/ ROTISSERIE AND GRILL**

*served with fried potato and lemon*

**Arni stin Souvla** *whole lamb slow roasted*

**Kounoupidi** *marinated cauliflower cooked on the souvla*

**Chicken Kontosouvli** *chicken quarters, marinated and slow roasted*

**Xoirini Brizola** *smokey pork chops, honey brine*

**Moscharisia Brizola** *dry aged beef ribeye chop, lemon, sea salt*

**Pestrofa** *rainbow trout, herb and caper marinade*

### **EPIDORPIO/DESSERT**

**Galotopita** *ruffled milk pie, cinnamon, sorbet*

**Samali Cake** *almond crumble, kaimaki ice cream*

**Gianniotiko** *rolled baklava and kataifi, walnuts, olive oil ice cream*

**Yiourti** *yogurt and spoon sweets with almonds*

## BAR VLAHA

### Description related to delivery:

Deliveries to the restaurant will be happening Monday - Friday between 8am - 11am and will be brought through the front entrance on Beacon Street. This will be in accordance with the deliveries of co-tenants. There will be parking momentarily in the commercial spots to offload the delivery.

## BAR VLAHA

Description related to control of litter:

Trash will be stored in back alley and picked up daily from 7am-10am.

## BAR VLAHA

### WINE. DON'T THINK, DRINK.

The Greeks invented KISS. No, not the band. KISS: They were especially that way about wine. Keep it simple, easy, and delicious. That's not stupid, it's brilliant. So that is we are doing here at Bar Vlaha, lots of KISSIN' bacbay. Maybe even some huggin'. The list is packed with classic wineries, who have made great wine for a long time. The lightest wines are on top, the fullest on the bottom, regardless of what section you are looking at. Another cool thing, all wines are available by the glass. Every freakin' one. That way you can experiment and find your favorite before you buy. Nothing stupid about that.

Get drinking stupid, but don't get stupid drinking.

#### SPITIKO KRASI (HOUSE WINE) FROM OUR HOUSE TO YOUR DECANTER

WHITE 35 (Apla White) ROSE 35 (Voyatzi) RED 35 (Alpha Axia)

RETSINA ON TAP 8/Glass 30/Decanter

#### FIZZY WINES 150ml/750ml

Karanika Xinomavro/Assyrtiko 'Cuvee Speciale' PDO Amyndeon 2019 20/95

Glinavos Debina 'Brut' PDO Zitsa 2015 19/90

Zafeirakis Limniona/Assyrtiko 'Prologue' PGI Tyrnavos NV 20/95

#### PINK WINES 150ml/750ml

Magoutes Xinomavro PGI Siatista 17/65

Zafeirakis Limniona PGI Tyrnavos 15/56

#### ORANGE WINES 150ml/750ml

Glinavos Debina/Vlahiko 'Paleokerisio' PGI Ioannina 15/56

Anatolikos Malagousia PGI Thrace 18/70

Kontozisis Roditis PGI Karditsa 16/61

## WHITE WINES 150ml/750ml

ATMA Assyrtiko PGI Macedonia 14/53

Kir Yianni Roditis/Malagousia 'Paranga' PGI Macedonia 15/57

Wine Art Estate Sauvignon Blanc/Assyrtiko 'Techni Alipias' PGI Drama 16/60

Tatsis Roditis 'Alepoi' PGI Macedonia 15/60

Alpha Estate Malagousia PGI Florina 13/50

Biblia Chora Sauvignon Blanc/Assyrtiko PGI Mt. Pangeon 18/70

Oenogenesis Assyrtiko 'Nautical' PGI Pangeon 16/60

Magoutes Xinomavro 'Vielles Vignes Blanc' PGI Siatista 17/65

Nerantzi Asprouda PGI Serres 25/97

Porto Carras Limnio 'Blanc de Noirs' PGI Halkidiki 17/65

Gerovassiliou Malagousia PGI Epanomi 21/80

Biblia Chora Assyrtiko/Semillion 'Ovilos' PGI Mt. Pangeon 27/100

## RED WINES 150ml/750ml

Magoutes Moschomavro PGI Siatista 17/65

Zafeirakis Limniona PGI Tyrnavos 22/85

Foundi Xinomavro PDO Naoussa 15/57

Glinavos Vlahiko PGI Ioannina 17/65

Dalamara Xinomavro/Merlot 'Ayechoros' PGI Macedonia 14/54

Tatsis Xinomavro/Negoska PDO Goumenissa 27/100

Anatolikos Limnio EO Greece 22/85

Dougos Xinomavro/Krassato/Stavroto 'Old Vines' PDO Rapsani 19/75

Katogi Averoff Cabernet Sauvignon/Merlot/Agiorgitiko PGI Macedonia 15/57

Kir Yianni Syrah/Merlot/Xinomavro 'Fallen Oak' PGI Imathia 15/57

Porto Carras Cabernet Sauvignon/Cabernet Franc/Limnio/Merlot 'Chateau Porto Carras' PDO Slopes of Meliton 19/75

Biblia Chora Agiorgitiko 'Areti' PGI Mt. Pangeon 22/85

## COCKTAILS

Shoyu a Good Time Hendrick's

Tsipouro, basil eau de vie, wasabi, ginger, white shoyu & strawberry Botanic Bitter

Träkäl Me Maybe

sumac Ketel One, Träkäl, mulberry & maqui Fassinola, winter melon, citrus

Ok, Zaddy

Sol Tarasco Charanda, Santa Teresa rum, Union Uno mezcal, rooibos & chili tepache cordial, lime

Spruce Bringsteen

Monkey 47 gin, spruce tip Luxardo bitter, Carpano Bianco

Aeroplane Over the Sea

Paranubes rum, Batavia Arrack, halva, gochujang rich demerara, creole bitters

Incider Trading

Rittenhouse rye, Cocchi Barolo Chinato, banana, clove, cider, mole W

Whiskey Richard

Elijah Craig bourbon, brown butter, Carpano Antica, acid-adjusted guava, lime, Aguardiente

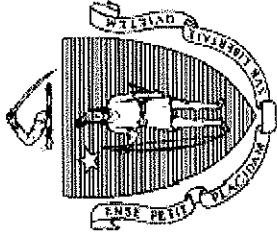
Señor Niko Takahashi

Lunazul Reposado tequila, mastiha, falernum, hemp, matcha, salted cucumber, lime

All Gas, No Brakes

Branca Menta, Besk, Alta Verde, Novo Fogo cachaça, gomme, lime, salted Braulio

*Commonwealth of Massachusetts*  
*Executive Office of Public Safety and Security*  
*Department of Fire Services*  
*Office of the State Fire Marshal*



## **Certificate of Completion**

*This certifies that*

**Demetri Tsolakis**

*Successfully completed the Crowd Manager Training Program*

*In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager*

Date issued: January 23, 2023

Expires: January 23, 2026

Certificate #: 5773871075DT

**Peter Ostroskey**

**State Fire Marshal**

# Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at [ServSafe.com](http://ServSafe.com).

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions

**ServSafe**  
National Restaurant Association

**ServSafe Alcohol® CERTIFICATE**

ID # 5417048  
CARD # 17445866



DEMETRI TSOLAKIS

NAME

2/4/2019

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

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Executive Vice President, National Restaurant Association Solutions

Sherman Brown

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.

**NOTE:** You can access your score and certification information anytime at [ServSafe.com](http://ServSafe.com).

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at [ServiceCenter@restaurant.org](mailto:ServiceCenter@restaurant.org) or 800.765.2122, ext. 6703.

NATIONAL  
RESTAURANT  
ASSOCIATION

233 South Wacker Drive  
Suite 3600  
Chicago, IL 60606-6383  
1.800.SERVSAFE  
312.715.1010 in the Chicago area  
[ServSafe.com](http://ServSafe.com)

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## BAR VLAHA

### Description of Restaurant:

Bar Vlaha will be a traditional Greek restaurant serving food from the Vlach region. We aim at 'rediscovering' Greece by highlighting cuisine from the nomadic shepherds of the area. We will have fresh baked bread, imported cheeses, homemade dips as well as traditional dishes and grilled items. We also will have a full bar with spirits of Greece being the core of the menu. We will be open for dinner and weekend brunch.



**RENOVATION FORM**

IF RENOVATIONS ARE BEING MADE TO LOCATION: PLEASE DESCRIBE IN DETAIL WHAT RENOVATIONS WILL BE MADE, DATE AND SIGN BELOW.

(1) We took the existing space and kept the foundation but added a kitchen upstairs  
and prep room downstairs. Restrooms stayed in the same place.

(2) We have added an exhaust hood for cooking.

(3) We have added furniture for seating.

(4) We also added a new hardwood floor.

(5) \_\_\_\_\_

(6) \_\_\_\_\_

DATE: 1/23/23

SIGNATURE OF APPLICANT: \_\_\_\_\_

**(PLEASE SUBMIT A SET OF PLANS )**

# Certificate of Completion

This Certificate of Completion of

TIPS for On Premise

for coursework completed on

January 28<sup>th</sup> 2023

(Date of Course & Exam)

provided by Barserv Unlimited Inc. is hereby granted to

Demetra Tsokakis

(Participant's Full Name)

R. Hart

Robert Hart  
Certified TIPS Trainer# 11233



HEALTH COMMUNICATIONS INC.

This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.



## **Checklist for Alternate Manager**



- ☒ Alternate Manager Application
  - ☒ License Interview Form
  - ☒ CORI release form
  - ☒ Three letters of reference
  - ☒ Vote of Corporation
    - or letter from manager of record
  - ☒ IN-PERSON class for the safe service of alcohol certification
  - ☒ Crowd Manager Certification from the Massachusetts Department of Fire Services (Only if there is a bar)
  - ☒ Valid Identification (State issued License, Passport, etc.)
- 
- ☐ Report from Brookline Police Chief

**TOWN OF BROOKLINE**  
**ALTERNATE MANAGER'S APPLICATION**

ALL PROPOSED MANAGERS ARE REQUIRED TO COMPLETE A PERSONAL INFORMATION FORM (ATTACHED) AND SUBMIT A COPY OF THE CORPORATION VOTE AUTHORIZING THIS ACTION AND ALTERNATE MANAGER.

**1. LICENSEE INFORMATION:**

Legal Name of Licensee: Boston Vlahoi, LLC Business Name (dba): Bar Vlahoi

Address: 1653 Beacon St.

City/Town: Brookline State: MA Zip: 02445

ABCC License Number:                      Phone Number of Premises: 617-906-8556  
(if existing licensee)

## 2. MANAGER INFORMATION:

A. Name: Natasha Brashinsky B. Cell Phone Number: \_\_\_\_\_

C. List the number of hours per week you will spend on the licensed premises: 40

**3. CITIZENSHIP INFORMATION:**

A. Are you a U.S. Citizen: Yes ☒ No ☐ B. Date of Naturalization:   
C. Court of Naturalization:

(Submit proof of citizenship and/or Naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)

#### 4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages?

Yes ☐ No ☒

**If yes, please describe:**

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that Have been suspended, revoked or cancelled?

Yes ☐ No ☒

**If yes, please describe:**

C. have you ever been the Manager of record of a license that was issued by this Commission?

Yes ☐ No ☒

**If yes, please describe:**

**D. Please list your employment for the past ten years (Date, Position, Employer, Address, and Telephone:**

Committee - 6/15/15 - present  
Zocalo - 10/27/2012 - 5/1/15

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate.

**Signature**

Date \_\_\_\_\_

LICENSE INTERVIEW FORMTYPE OF LICENSE APPLYING FOR: CV/ Liquor LicenseNAME: Natasha Breshinsky

ADDRESS: [REDACTED]

EMAIL ADDRESS: tasha\_breshinsky22@hotmail.com

PHONE #: [REDACTED]

PLACE OF BIRTH: SwedenFATHER'S NAME: Gary Breshinsky MOTHER'S MAIDEN NAME: Made-Louise Fohlmann

ARE YOU A CITIZEN?

☒ YES

NO

ALIEN CARD #

ARE YOU A VETERAN:

YES

☒ NO

RESIDENCES FOR LAST FIVE YEARS

DATE: Sept/2015 LOCATION: [REDACTED]

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

**EDUCATION**DATE: 5/2005 LOCATION: West Virginia University

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

**EMPLOYMENT HISTORY**

DATE: 6/15/15 - present LOCATION: Seaport, Boston POSITION: Director of Operations  
 DATE: 10/27/12 - 5/1/15 LOCATION: Zocalo POSITION: General Manager

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION: \_\_\_\_\_

SIGNATURE:  DATE: 1/20/23**(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)**

VOTE OF CORPORATIONDATE: 1/23/2023AT A MEETING OF THE BOARD OF DIRECTORS OF Boston Vlacho LLCHELD AT: Boston, MAON: 1/23/2023

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

Natasha Breshinsky as alternate manager on all alcohol restaurant license

(TYPE OF LICENSE)

FOR THE YEAR 2023 TO BE EXERCISED ON THE PREMISES LOCATED AT  
1653 Beacon Street Brookline MA 02445VOTED: TO AUTHORIZE Demetri Tsolakis TO  
SIGNTHE APPLICATION FOR THE LICENSES IN THE NAME OF Boston Vlacho LLCAND TO EXECUTE ON ITS  
BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE  
GRANTING OF THE LICENSE.THIS CORPORATION HAS Not BEEN RESOLVED.

A TRUE COPY

ATTEST:

CLERK

**APPENDIX A - CORI Acknowledgment Form**

I am an: (please check one)

Applicant - Position: Managing Partner Department/License: Executive Board  
 Volunteer - Position: \_\_\_\_\_ Department: \_\_\_\_\_  
 Employee - Position: \_\_\_\_\_ Department: \_\_\_\_\_  
 Contractor - Company Name: \_\_\_\_\_

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and ~~prospective~~ qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Applicant/Employee/Volunteer/Contractor Signature

Today's Date

1/20/23

## Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: Breshinsky First Name: Natasha MI: J

Current Address: \_\_\_\_\_

Former Address(es): \_\_\_\_\_

Maiden Name or Alias (If Applicable): \_\_\_\_\_ Place of Birth: Sweden

Date of Birth: \_\_\_\_\_

Last 6 digits of Social Security Number: \_\_\_\_\_

Sex: FHeight: 5' 9"

In.

Race: WhiteEye Color: brown

State Driver's License Number (Include State): \_\_\_\_\_

ID Theft Index PIN\*: \_\_\_\_\_

List any other name(s) or dates of birth that appear in DCJIS's database: \_\_\_\_\_

Mother's Full Maiden Name: Marie-Louise Father's Name: Gary Breshinsky

\*The Identity Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

## \*\*\*For Official Use Only\*\*\*

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type)

Signature of CORI-Authorized Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Position of CORI-Authorized Employee: \_\_\_\_\_

DEPARTMENT OF STATE REPORT OF BIRTH ABROAD OF A CITIZEN OF THE UNITED STATES OF AMERICA				PLACE OF REPORT (Foreign Service Post) Stockholm, Sweden	
				DATE OF REPORT (Month, Day, Year) [REDACTED]	
NAME OF CHILD IN FULL (First name) <b>Natasha</b>		(Middle name) <b>Jennifer</b>	(Last name) <b>BRESHINSKY</b>	SEX <input type="checkbox"/> MALE <input checked="" type="checkbox"/> FEMALE	
DATE OF BIRTH (Month, Day, Year) [REDACTED]	Hour <b>9:40</b>	AM <b>XXXX</b>	PLACE OF BIRTH IN FULL (Hospital, City, State, Country) [REDACTED] Sweden		
THE FOLLOWING ITEMS MUST BE COMPLETED FOR BOTH FATHER AND MOTHER:					
FATHER		ITEM	MOTHER		
Gary Breshinsky		FULL NAME (Also give Mother's name before marriage)	Ingrid Marie-Louise Breshinsky nee Fohlman		
[REDACTED]		DATE OF BIRTH (Month, Day, Year)	[REDACTED]		
		PLACE OF BIRTH (City, State, Country)			
		PRESENT ADDRESS (Street No., City, State)			
		ADDRESS IN UNITED STATES (Street No., City, State)			
		EVIDENCE OF U.S. CITIZENSHIP (If naturalized, give date, place and cert. no. If naturalized through parent(s) give date your lawful admission to U.S. for permanent residence and date, place, and Cert. No. parent(s) naturalization(s)) IF ALIEN, SHOW NATIONALITY			
		PRECISE PERIODS OF PHYSICAL PRESENCE IN UNITED STATES (Do not list individual States)			
		PRECISE PERIODS ABROAD IN U.S. ARMED FORCES, IN OTHER U.S. GOVERNMENT EMPLOYMENT, WITH QUALIFYING INTERNATIONAL ORGANIZATION, OR AS DEPENDENT OF SUCH PERSON (Specify)			
[REDACTED] sky [REDACTED] ck		PREVIOUS MARRIAGES SHOW DATE AND MANNER OF TERMINATION OF ALL. IF DIVORCED SUBMIT DIVORCE DECREE (S)	[REDACTED]		
DATE AND PLACE OF PRESENT MARRIAGE (Month, Day, Year - City, State, Country) [REDACTED]					
SIGNATURE OF FATHER, MOTHER, OR OTHER PERSON FURNISHING ABOVE INFORMATION <i>[Signature]</i> Father:			ADDRESS (Street address, city, state, country) [REDACTED]		
THIS SECTION TO BE COMPLETED BY CONSULAR OFFICER, NOTARY PUBLIC OR OTHER PERSON QUALIFIED TO ADMINISTER OATH:					
Subscribed and sworn to before me this <u>22nd</u> day of <u>March</u> 19 <u>84</u> at <u>Stockholm, Sweden</u>					
Consul of <u>United States of America</u> (SEAL) (Title of Officer Administering Oath)			<i>[Signature]</i> (Signature of Officer) Daniel B. Smith		
This report completed at <u>Stockholm, Sweden</u> on <u>March 22,</u> 19 <u>84</u> (Foreign Service Post) (Month, Day)					
The information was furnished by (father, mother, physician, nurse or other person having knowledge of birth) and supported by the documents listed below. This report has been transmitted to the Department of State, Washington, D.C. for filing in the Archives of the Department.					
DOCUMENTS Presented: <u>Attached to the Department's copy of this report: Child's Swedish Birth Certificate, copy of Parents' Marriage Certificate and copy of Father's Divorce Decree from previous marriage. The originals and Father's U.S. Passport have been examined and returned.</u>					
(SEAL)			<i>[Signature]</i> Daniel B. Smith, American Vice Consul (Signature and Typed Name and Title of Consular Officer completing report)		

January 20, 2023

To whom it may concern,

I have known Natasha Breshinsky for five years as a business associate and I can vouch for her, and say that she has been a person of morals and integrity over the time we have known each other.

I can further state that Natasha has been immensely dedicated to her work, to the community, and is one of the most reliable people I have ever met.

She is a woman of strong integrity, is helpful, charitable and is well loved and respected by all in the Boston Hospitality Community. She has many years of service to the Boston Hospitality Industry and has shaped and developed many who have gone on to be amazing leaders and given back themselves.

For your information, I am the MA state manager for Diageo beverages for 5 years and work very closely with those in the Hospitality Industry in Boston.

Yours faithfully,

Brittany Acca

## REFERENCE LETTER FOR NATASHA BRESHINSKY

To whom it may concern,

I'm writing this letter on behalf of Natasha Breshinsky and her application for a liquor license. I have known Natasha for roughly fifteen years beginning when we both worked within the food & beverage industry in Newport, Rhode Island. In those fifteen years I have seen her climb the ladder and hold the positions of server, bartender, manager, general manager, operator, and now owner. I got to know Natasha on a professional level once I moved to Boston in 2014.

Shortly after my move to the city, I began working at Committee as a bartender where Natasha was the General Manager. She and her beverage group have helped me to grow professionally within this industry. From my time working with her, I have progressed from bartender to brand ambassador to beverage director for an entire hospitality group. Most recently I have moved to a portfolio manager of multiple stages for the largest family-owned liquor supplier in the United States. Every move I have made since working on a professional level with Natasha has been that of an upward progression. In regard of where I am today, I give a lot of credit to her.

The attention to detail that I learned from Natasha and her hospitality group has been contagious. There is a strong focus on liquor and food education, and they have taught me how to really improve the guest experience. From these lessons I have been able to apply them to my personal life as well and it has translated to me becoming the best person I can be. She is all about giving back to her community and creating a culture around her that welcomes everybody. I believe that is one of the top factors in why her previous engagements have been successful hot spots around Boston.

Knowing a lot of restaurant owners, managers, and workers in the Brookline neighborhood, I can say that Natasha is a great fit in this circle. I truly believe she can be quite an asset to this tight knit community.

Sincerely,

Jay Giordano

203-800-5785

jgiordano@heavenhill.com

January 20, 2023  
RE: Natasha Breshinsky

To Whom It May Concern:

I am writing this as a character reference for your applicant, Natasha Breshinsky. I have known Miss Breshinsky since 2015, when we opened Committee Restaurant together. From day one, I saw an absolute natural leader. What did surprise me, in the best way, was that as well as she leads, she is also able to follow and is always looking to learn from others, despite of their position or role, to broaden her own knowledge. Her openness to change and develop is admirable.

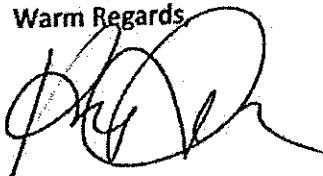
I have seen her lead an entire staff, while also building individual relationships with each staff member. In my 18 years in this industry, she is the first and only person I know, that has that ability. I strive to be able to mentor my staff, while giving tough love and direction.

She is an incredibly honest person, who when faced with a challenge can even be honest with herself. She looks to others who possess the skillset needed to accomplish goals, and oft praises others for their work.

A year into working together, we quickly began to realize that our relationship continued after workhours. She has become like family to me, as well as her sisters and mother. We have shared laughs, cries, secrets, and joys. She has played a role in raising my daughter, who affectionately refers to her as "Auntie Tasha." I think it is fair to say that someone you trust to become part of your village in raising your children, is someone of valor, great loyalty, and compassion.

I can go on forever, should you need more information I can be reached via email at [kayla.padilla@gmail.com](mailto:kayla.padilla@gmail.com), or via cell at 857-654-2593.

Warm Regards,



Kayla V Padilla

# Congratulations!

Thank you for completing the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at [ServSafe.com](http://ServSafe.com).

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,

Sherman Brown

*Sherman Brown*

Sherman Brown

Executive Vice President, National Restaurant Association Solutions

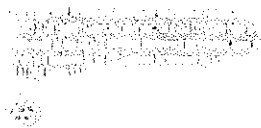
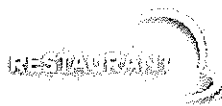
		ID # 12000423 CARD # 1446204
<b>ServSafe Alcohol® CERTIFICATE</b>		
NATASHA BRESHINSKY		
	NAME 2 827119	
	DATE OF EXAMINATION: Card expires 12/31/2011	
This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.		
Sherman Brown Executive Vice President, National Restaurant Association Solutions		
©2011 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe® and the ServSafe logo are trademarks of the NRAEF. National Restaurant Association and the NRAEF logo are trademarks of the National Restaurant Association.		

In Alaska you must laminate your card for it to be valid.

**NOTE:** You can access your score and certification information anytime at [ServSafe.com](http://ServSafe.com).

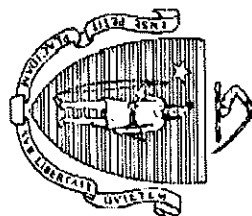
If you have any questions regarding your certification please contact the National Restaurant Association Service Center at

1-800-551-7369 or [info@servsafe.com](mailto:info@servsafe.com)





*Commonwealth of Massachusetts*  
*Executive Office of Public Safety and Security*  
*Department of Fire Services*  
*Office of the State Fire Marshal*



## **Certificate of Completion**

*This certifies that*

**Natasha Breshinsky**

*Successfully completed the Crowd Manager Training Program*  
*In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager*

Date Issued: July 26, 2022

Expires: July 26, 2025

Certificate #56UHZVOTgrWNY

9

**Peter Ostroskey**

**State Fire Marshal**

# Certificate of Completion

This Certificate of Completion of

TIPS for On Premise

for coursework completed on January 28<sup>th</sup> 2023

(Date of Course & Exam)

provided by Barserv Unlimited Inc. is hereby granted to

Natasha Brashinsky

(Participant's Full Name)

R. Hart

Robert Hart

Certified TIPS Trainer# 11233

**H•I**

HEALTH COMMUNICATIONS INC.

This document is not proof of TIPS certification It signifies only that you have completed the course Valid certification documents will be forwarded to you

**TIPS**



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

ENTERTAINMENT APPLICATION

IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 140, SECTION 181 (\*183A) OF THE MASSACHUSETTS GENERAL LAWS, THE UNDERSIGNED HEREBY APPLIES FOR A LICENSE FOR THE FOLLOWING FORMS OF ENTERTAINMENT:

APPLICANT: Boston Vlachoi LLC

D/B/A Bar Vlaho

LOCATION: 1653 Beacon Street Brookline MA 02445

TELEPHONE # 617.906.8556 EMAIL ADDRESS: demetri@grecostrulygreek.com

TYPE OF ENTERTAINMENT:

(1) RADIO ☐ TAPED MUSIC ☒ JUKE BOX ☐ TELEVISION ☐  
DAYS: M-F 4pm-11pm Sat and Sun 10 am-11pm HOURS: FROM: 4pm-11am M-F and 10am-11pm Sat-Sun TO: \_\_\_\_\_

(2) MOVIES ☐  
DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(3) DANCING ☐ PRIVATE ☐ PUBLIC ☐  
DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(4) INSTRUMENTAL MUSIC ☒ TYPE OF INSTRUMENTS: traditional Greek  
 #OF INSTRUMENTS no more than 3 (no bass)

DAYS: only for special events occasionally during year HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(5) VOCAL MUSIC : ☐ #OF VOCALIST: \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(6) EXHIBITION (DESCRIBE): \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(7) FLOOR SHOW (DESCRIBE): \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

  
 SIGNATURE OF APPLICANT

1/18/2023

DATE

(\*SECTION 183A APPLIES ONLY TO COMMON VICTUALLERS, FOOD VENDORS AND INNHOLDERS)

THE FOLLOWING FORMS OF ENTERTAINMENT IF BEING CONDUCTED ON SUNDAYS REQUIRES A SEPARATE SUNDAY ENTERTAINMENT LICENSE FROM THE COMMONWEALTH OF MASSACHUSETTS AND REQUIRES A SEPARATE FEE OF \$100:

DANCING  
 JUKE BOX  
 LIVE ENTERTAINMENT

## Online Form Submittal: Committee Reappointment Interest Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Wed 2/1/2023 2:41 PM

To: Devon Fields <[dfields@brooklinema.gov](mailto:dfields@brooklinema.gov)>

# Committee Reappointment Interest Form

Date	2/1/2023
Name	Natalia Linos
Email:	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Committee you are a member of?	Advisory Council on Public Health
List of accomplishments in the last 3 years	Supported with COVID-19 response, including advising around making policy; was 'elected' Chair of ACPH and in that capacity manage the monthly meetings, ensuring that they run smoothly and address key priorities for the town; meet with Health Commissioner every two weeks to provide support and advice on all issues - from rats to mental health.
Future Goal	Continue to promote healthy policies for Brookline with an explicit focus on racial equity and environmental sustainability.
Questions? Please contact the Select Board at <a href="mailto:selectboard@brooklinema.gov">selectboard@brooklinema.gov</a> , 617-730 2200	

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## Online Form Submittal: Committee Reappointment Interest Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Thu 2/2/2023 12:41 PM

To: Devon Fields <dfields@brooklinema.gov>

### Committee Reappointment Interest Form

Date	2/2/2023
Name	peter moyer
Email:	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Committee you are a member of?	ACPH
List of accomplishments in the last 3 year	<p>-voted against sale of flavored tobacco in Brookline</p> <p>COVID contact tracer for Brookline 2020 2022</p> <p>-informal liason between Dr Jett (previous Brookline health commissioner) and panel 4( subset of school committee helping create COVID policy for Brookline' public school )</p> <p>-Member of TMM task force investigating use of synthetic vs natural turf for the town's playing fields</p>
Future Goals	<p>I was ,from 2000 to 2010, the medical director of Boston EMS ,Fire and Police. I am available for medical supervision of the town' contracted private ambulance service I've done thi in the past -consisted of quarterly review of ambulance data in concert with Brookline Fire and Police .</p> <p>I am al o a member of the MRC and could play a role in their disaster planning and response.I am, of course,interested in Brookline's continued COVID response</p>
Que tion ? Plea e contact the Select Board at	electboard@brooklinema.gov, 617 730-2200

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Brookline, MA

## Housing Advisory Board

### Board Roster


**Rita McNally**
**1st Term** N/A - Aug 31, 2022

**Email** rita.mcnelly@fake.com

**Appointing Authority** Select Board

**Position** Tenant Representative

**Shawn O'Neal**
**1st Term** N/A - Aug 31, 2023

**Email** onealshawnoneal@gmail.com

**Appointing Authority** Select Board

**Jonathan Klein**
**1st Term** N/A - Aug 31, 2023

**Email** jklein728@gmail.com

**Appointing Authority** Select Board

**Home Phone** : 617 308-1952

**Address**

 150 St. Paul Street  
 unit 406  
 Brookline , MA 02446

**Roger Blood**
**1st Term** May 01, 2021 - Aug 31, 2023

**Email** bloods@rcn.com

**Appointing Authority** Select Board

**Position** Chair

**Jennifer Raitt**
**2nd Term** Aug 31, 2022 - Sep 01, 2024

**Email** jennifer.raitt@fake.com

**Appointing Authority** Select Board

**Pam Goodman**
**2nd Term** Aug 31, 2022 - Sep 01, 2024

**Email** hpgoodman1@gmail.com

**Appointing Authority** Select Board



## Bernard Greene

**1st Term** Jan 24, 2023 - N/A

**Email** hhamilton@brooklinema.gov

**Appointing Authority** Select Board

**Position** Select Board Representative



## Steven A Heikin

**1st Term** N/A - N/A

**Email** steveheikin@gmail.com

**Home Phone** Home: (617) 270-1182

### Address

57 HARRIS ST  
BROOKLINE, MA 02446

**Appointing Authority** Select Board

**Position** Planning Board Representative



## Michael Jacobs

**1st Term** N/A - N/A

**Email** michael.jacobs@fake.com

**Appointing Authority** Select Board

**Position** Housing Authority Representative



## Vacancy

**Appointing Authority** Select Board



728 FEB 15 AM 8:07

COMMITTEE REAPPOINTMENT  
INTEREST FORM

DATE: February 12, 2023

NAME: Rita McNally

ADDRESS: [REDACTED], MA 02446

PREFERRED: [REDACTED]

E-MAIL ADDRESS: [REDACTED]

COMMITTEE YOU ARE A MEMBER OF: Housing Advisory Board

LIST YOUR ACCOMPLISHMENTS IN THE LAST THREE YEARS: I survived

COVID-19 and still believe in possibilities for Brookline.  
I attended ZOOM studies by CHAPA and BARKETT PLANNING  
To get ideas from other communities on what might be  
possible here in Brookline.

FUTURE GOALS: Demand for housing is strong across the  
income and age spectrum and there are  
opportunities in Brookline to plan for a range  
of housing types and commercial construction.  
The MBTA Communities needs more community discussion  
Questions? Please contact the Select Board at selectboard@brooklinema.gov, 617-730-2200  
and analysis. The Brookline Housing Production  
Plan listed the critical needs of lower-income  
families and senior citizens and the barriers  
to support and build actual affordable  
housing. The need is here and I would  
like to remain on HAB to contribute ideas  
that help find solutions.